



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 01334 285076

REQUIREMENT OF HOIST GEAR BOX:

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

Details of items details as below:

SI. No.	MAT CODE	ITEM DISCREPTION	Quantity (NOS)	Delivery
1	W97050015075	HOIST GEAR BOX (UPGRADED) AS PER TECHNICAL SPECIFICATION NO. DPE/TS/HGB-187669086 N.STD:AS PER DRAWING PN-187669086	10	90 DAYS

Note:

ALL BHEL DRAWINGS AND SPECIFICATIONS SHALL BE SHARED WITH VENDORS AFTER SIGNING OF NON-DISCLOSURE AGREEMENT (NDA). NDA format is enclosed in enquiry documents. Interested vendors may submit duly filled, signed & stamped NDA as per enquiry format to below e-mail ids:

1. anupamk@bhel.in
2. akshukla@bhel.in
3. sharma.amit@bhel.in

1. ALL VENDORS TO PROVIDE POINT WISE REPLY/CONFIRMATION ALONG WITH RELEVANT SUPPORTING DOCUMENTS TO EACH AND EVERY POINT OF **PRE-QUALIFICATION REQUIREMENT/PQR** FOR ALL ENQUIRY ITEMS. NON-COMPLIANCE OF THESE MAY LEAD TO REJECTION OF OFFER AS THESE ARE ESSENTIAL CONDITION FOR PARTICIPATING IN TENDER ENQUIRY.
2. VENDOR TO SUBMIT DULY FILLED, SIGNED & STAMPED **PQR SHEET** WITH SUPPORTING DOCUMENTS SOUGHT IN PQR ALONG WITH OFFER.
3. VENDOR TO SUBMIT DULY FILLED, SIGNED & STAMPED **COMMERCIAL & QUALITY CHECKLIST SHEET** ALONG WITH SUPPORTING DOCUMENTS ALONG WITH OFFER.
4. VENDOR TO SUBMIT DULY FILLED, SIGNED & STAMPED **MAKE IN INDIA CERTIFICATE, INTEGRITY PACT** ALONG WITH OFFER.
5. EMD of **Rs 6,00,000.00 (Six Lakhs)**/- is applicable as per clause 12 of ATC. Details of EMD submitted must be enclosed with the offer. In case of Non- submission of EMD (Except MSE bidders as per details provided in ATC clause 12), offer of the bidders shall be outrightly rejected.
6. WARRANTY/GUARANTEE: 24 MONTHS FROM THE DATE OF DELIVERY AT WORKS OR 18 MONTHS FROM THE DATE OF COMMISSIONING, WHICHEVER IS EARLIER.
7. EARLY DELIVERY IS ACCEPTABLE.

8. QUALITY REQUIREMENTS:

- a) VENDORS TO CONFIRM FOR INSPECTION BY BHEL/BHEL TPIA AND INDIAN NAVY (IF REQUIRED) AS PER BHEL AND INDIAN NAVY (IF REQUIRED) APPROVED QUALITY PLAN.
- b) IN CASE OF ORDERING, VENDORS TO SUBMIT QUALITY PLAN FOR APPROVAL COVERING RAW MATERIAL CHECKS, IN PROCESS AND FINAL STAGE CHECKS IN-LINE WITH ENQUIRY DRAWING AND SPECIFICATION IN ATTACHED BHEL FORMAT.
- c) IN CASE OF ORDERING, VENDORS TO FOLLOW INSPECTION TERMS AND CONDITION AS PER APPROVED QUALITY PLAN ONLY.

Indent: 20252888

PRE-QUALIFYING REQUIREMENT (PQR) for Hoist Gear Box Drg. No. 17826961086

The vendors meeting the below mentioned criteria shall be considered for further evaluation. Vendor to state its response as per below

SN	PQR Requirement	Remarks
1	Vendor should be a manufacturer and have experience of -	
1.1	manufacturing, supply and testing of planetary reduction gear boxes with low backlash of less than or equal to 1 arc minute for weapon systems , radar systems or aerospace or UAV's systems or robotics or CNC machines or defense application having minimum size of L=300 MM, width= 200 mm ,Height=200 mm or diameter D= 200 mm and height=200 mm.	Vendor to submit Unpriced Purchase order copy and dispatch documents like inspection note/invoice for executed order.
1.2	Manufacturing of precision gears as per national/international standards (AGMA/JIS/DIN/ISO) equivalent to class 8 DIN 3961 or better quality.	Vendor to submit Unpriced Purchase order copy and dispatch documents like inspection note/invoice for executed order.
2	Vendor should have inhouse manufacturing facility of -	
2.1	Gear manufacturing facility: gear hobbing /gear shaping suitable for BHEL requirement.	Vendor to confirm and submit facility details ,machine broad specification alongwith photographs.
2.2	CNC milling facility : VMC suitable for BHEL requirement.	Vendor to confirm and submit facility details ,machine broad specification alongwith photographs.
3	Vendor to confirm that above facilities as mentioned in sl. No. 2 installed at their works are in good working condition with capability of achieving all the dimensions, surface finish, accurate & tolerances as per BHEL drawings. If necessary, vendor can suggest alternate machines/facilities (other than specified in point no. 2) for machining components with accuracies, surface finish and tolerances as per BHEL drawings ,subjected to final review & acceptance by BHEL.	Vendor to confirm.
4	Vendor shall be ISO 9001 certified company	Vendor to submit valid ISO 9001 certificate.
5	Vendor to confirm that all the dimensions, accuracies and surface finish of the components shall be met as per technical requirements and BHEL drawings.	Vendor to confirm.
6	BHEL reserves the right to verify the information provided by vendor. BHEL may also visit vendor works if so desired by BHEL. In case the information provided by vendor is found to be false/incorrect, their offer shall be rejected.	Vendor to note and agree.

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TECHNICAL DATA SHEET FOR HOIST GEAR BOX,(DRAWING NO.- 17826961086)

1. PURPOSE-

This specification deals with the manufacturing, assembly and testing of Hoist Gear Box, Drg. No. 17826961086. (refer annexure 1 for brief description/sketch of Assembly)

2. SCOPE-

The **scope** includes manufacturing, assembly, testing and supply of Hoist Gear Box, Drg. No. 17826961086 of SRGM as per complete breakup of assembly as per **annexure 2**.

The scope also includes following:

- a. Manufacturing plan to be prepared by supplier and furnish to BHEL.
- b. Material shall conform to material specifications as per BHEL documents and drawings.(refer **annexure 2**). In case , other alternate material is proposed by vendor, then all necessary equivalence data required for acceptance to be submitted by supplier. BHEL reserves the right to accept/reject the proposal.
- c. Material Test Certificates (MTC) to be provided including chemical analysis and mechanical properties from NABL certified lab for raw materials.
- d. Machining of components as per drawing to be done.
- e. Castings of gear box shall be as per drawings and TDC No. DPE_TS_HOUSING & COVER_TGB & HGB REV. 02 to be followed.
- f. Gears and splines to be made as per drawings and TDC No. DPE/DS/GEAR/001 to be followed.
- g. Welding to be done as per specification mentioned in drawing or as per manufacturer standard practice. Vendor to inform the standard use by them and obtain approval from BHEL.
Welding Procedure Specification (WPS)/ Procedure Qualification Record (PQR)/ Welder Performance Qualification (WPQ) approved from third party/certification agency like TUV, Lloyd to be submitted by supplier.
- h. 100 percent die penetration test to be done on welded joints.
- i. Surface treatment as per drawing and standards to be carried out wherever applicable.
Coating thickness report to be submitted.
- j. Painting as per drawing and standards to be carried out wherever applicable.
- k. Assembly of components as per drawing to be done.

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- I. Quality Assurance Plan (QAP) for manufacturing, assembly and testing to be prepared by supplier and furnish to BHEL for approval.
- m. Vendor To conduct and record all tests and quality checks mentioned in this specification and relevant Quality Plan.
- n. For spring ,load test as per drawing to be done and report to be submitted alongwith MTC.
- o. For Fasteners ,bearings ; COC from reputed suppliers/OEM is acceptable ,however for supplies from other suppliers ,material test certificate as agreed during QAP finalization to be provided.
- p. Preservation of assembly shall be done as per NOTES provided in Drg. No. 17826961086.

3. INSPECTION AND ACCEPTANCE-

As per approved Quality plan.

4. PACKING-

- i) The items supplied shall be suitably packed for storage in tropical conditions and to avoid damages during transport.
The following details shall be marked for easy identification:
 - a. Purchase order number and date
 - b. BHEL Material Code
 - c. Item Description
 - d. Drawing number
 - e. Consignee address
 - f. Net weight
 - g. Gross weight
- ii) Each consignment shall have a packing list which clearly indicates

- 5. The vendor shall bear full and unconditional responsibility for ensuring total assembly completeness and compliance with all BHEL technical specifications, standards, and requirements. The vendor shall also be solely responsible for the smooth, safe, and reliable operation of the assembly under all specified operating conditions, including the integration with higher assembly, whether or not explicitly mentioned in the scope of supply.

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Annexure 1-

Brief description/sketch of Assembly

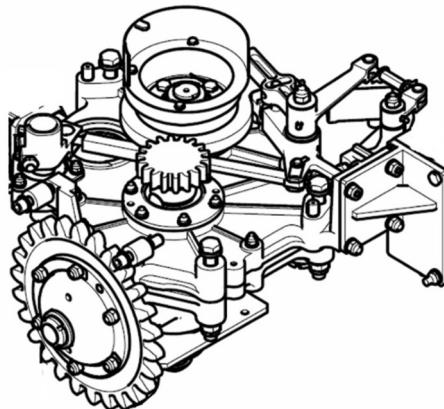
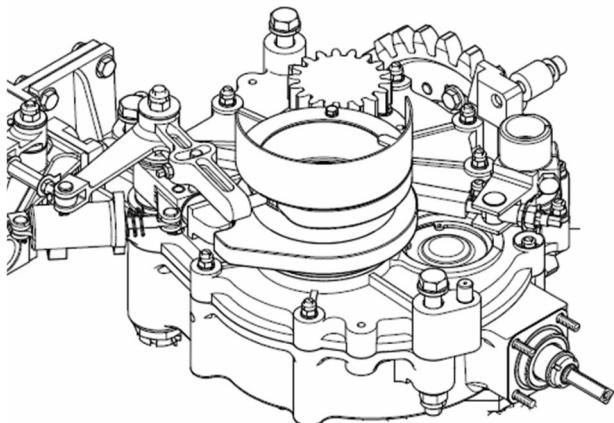
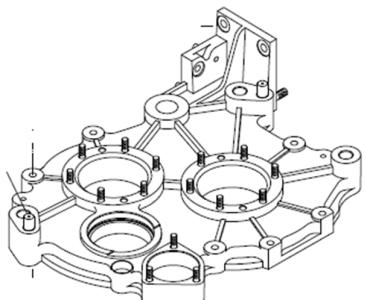


Fig. 3D Views of Hoist Gear Box

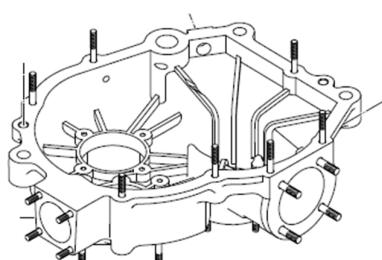


Approx. Size of casing (upper)

L= 440 mm

W=380 mm

H= 130 mm



Approx. Size of casing (Lower)

L= 480 mm

W=400 mm

H= 150 mm

Fig.- 3D view of casings of Hoist Gear Box

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Annexure 2-

COMBINED BILL OF MATERIAL OF HOIST GEAR BOX(DRG. NO. 17826961086)

SI no.	ASSLY DRG NO	CBOM_ITEM NO	DRG NO/PN	DESCRIPTION	QTY (Nos)	BHEL MATERIAL CODE	BHEL MATERIAL SPECIFICATION
1	17826961086	0	17826961086	BOX SCREW CONTROL	1		
2	17826961086	1	P/N 212809341	NUT, SLKG, M12 UNI7474	1	W97013312126	
3	17826961086	2	P/N 250870006	RING NUT M30X1.5, FAG-SKF KM6	1	W97013306282	
4	17826961086	3	47822313185	SPACER	1	AA1020218126	AA10218
5	17826961086	4	P/N 230022248	CONNECTING ROD UNIBAL SMLG 845	2	W97036901020	
6	17826961086	5	47822312271	SHIM	2	HW1071740946	AA10740
7	17826961086	6	47822312273	SHIM	2	HW1071740954	AA10740
8	17826961086	7	47822318117	PIN,HEAD	1	AA1010208128	AA10108
9	17826961086	8	P/N 212809339	NUT,SLKG, M10 UNI7474	3	W97013312118	
10	17826961086	9	47822313226	O RING	1	W97011201858	
11	17826961086	10	P/N 212803635	HX HD BOLT,M16X1.5X150	3	W97012792256	
12	17826961086	11	P/N 250870206	LOCK WASHER 30 DIA ,ISO:2982	1	W97013411051	
13	17826961086	12	47822312268	SHIM	3	HW1071740946	AA10740
14	17826961086	13	P/N 212809337	NUT, SLFLKG, M8 UNI7474, 8.8	28	W97013312096	
15	17826961086	14	PN:210004686	HEX SKT HEAD SCREW M12X70	2	W97012792868	
16	17826961086	15	p/n 220810051	SPLIT PIN 2X12 ISO:1234	8	W97013003050	
17	17826961086	16	P/N 230021019	OIL SEAL A+P, 32X62X10 MM	1	W97015701626	
18	17826961086	17	p/n 220011740	CIRCLIP FOR BORES, 72 DIA	2	W97034202117	
19	17826961086	18	PN-220833540	CLEVIS PIN WITH HEAD B8X18	1	W97013001392	
20	17826961086	19	p/n 220011735	CIRCLIP FOR BORES, 62 DIA	1	W97034202265	

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21	17826961086	20	P/N 127605646, 212804627	SHCS M8X35, IS 2269	6	W97012700114	
22	17826961086	21	37822312264	SHIM	2	HW1071740954	AA10740
23	17826961086	22	P/N 250043110	BALL BEARING SKF-NU2209 ECP	2	W97015301490	
24	17826961086	23	P/N 212809248	NUT, SLFLKG, M12 UNI7473, 8.8	1	W97013311138	
25	17826961086	24	250040206	BALL BEARING SKF 6205.	2	W97015301407	
26	17826961086	25	47820503156	GASKET	2	HW1200295021	AA12022
27	17826961086	26	p/n 230020244	O RING OR 3100 P90	1	W97011202218	
28	17826961086	27	47822312288	SPACER	1	AA1020218207	AA10218
29	17826961086	28	PN-137623125	GEAR AS PER PN 137623125	1	W97036902493	
30	17826961086	29	37822318266	PIN	1	HW1050273044	HW10573
31	17826961086	30	37822312422	HOUSING,BEARING	1	AA1010208241	AA10108
32	17826961086	31	p/n 230020502	O RING, DALMER R 5370	1	W97011202250	
33	17826961086	32	47826718425	LIMIT STOP AXIS TURN	1	AA1020218142	AA10218
34	17826961086	33	37822312257	HOUSING,BEARING	1	AA1010209280	AA10109
35	17826961086	34	P/N 250870107	RING NUT, SKF GUK35X1.5	1	W97013306355	
36	17826961086	35	210002542	HELI-COIL M12X1.75X1.5D	1	W97013502278	
37	17826961086	36	P/N 212809253	NUT,SLKG, M16X1.5 UNI7473,8.8	3	W97013311189	
38	17826961086	37	47821044662	KEY 3X5	2	AA1020218088	AA10218
39	17826961086	38	P/N 230079125	O-RING, MS28775-235	1	W97011201823	
40	17826961086	39	47822312275	SHIM	2	HW1071740946	AA10740
41	17826961086	40	P/N 220810282	PIN SPR 3X12 ISO 8752-A	1	W97013005070	
42	17826961086	41	47822313155	PIN,LINK	1	AA1020218193	AA10218
43	17826961086	42	220873857 / 220874297/ 220833546	CLEVIS PIN WITH HEAD B8X30	5	W97013001171	

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44	17826961086	43	P/N 250870106	RING NUT SKF GUK30X1.5	1	W97013306347	
45	17826961086	44	P/N 250041210	BALL BEARIN SKF-3207 ATN9	1	W97015301466	
46	17826961086	45	37822318112	PIN	1	AA1020218193	AA10218
47	17826961086	46	47822313132	SLEEVE,SPACER	1	AA1010208209	AA10108
48	17826961086	47	PN-127623250	BUSH AS PER PN 127623250	1	W97036902558	
49	17826961086	48	47826718426	SHIM	6	AA1010208128	AA10108
50	17826961086	49	47822313189	SPACER,RING,TWO SECTOR	1	AA1020218169	AA10218
51	17826961086	50	P/N 250870007	RING NUT M35X1.5	1	W97013306169	
52	17826961086	51	p/n 230020506	O RING, DALMER R 10956	1	W97011202269	
53	17826961086	52	27822313128	HOUSING,BEARING	1	HW1020218967	AA10218
54	17826961086	53	37822313178	HOUSING	1	AA1015224083	AA19331
55	17826961086	54	47822313300	SPACER	1	HW1050273036	HW10573
56	17826961086	55	47822312294	WASHER	6	AA1020218134	AA10218
57	17826961086	56	47822313169	DOWEL	2	AA1020218070	AA10218
58	17826961086	57	p/n 250040210	BALL BEARING SKF-6207	2	W97015301415	
59	17826961086	58	47822313335	WASHER	6	AA1050201167	AA10501
60	17826961086	59	37822313206	COVER	1	DFPW12300250	
61	17826961086	60	P/N 212803424	HX HD BOLT,M12X60 , IS1364(1)	1	W97012792159	
62	17826961086	61	47822312263	SHIM	2	HW1071740946	AA10740
63	17826961086	62	P/N 137623225	O-RING, MS28775-237	2	W97011201831	
64	17826961086	63	P/N 220833542	CLEVIS PIN B8X22 ISO:2341	2	W97013001295	
65	17826961086	64	47822313168	WASHER,FLAT	1	AA1010208187	AA10108
66	17826961086	65	P/N 230021009	SEAL 3062/10	1	W97015701600	
67	17826961086	66	P/N 212803926, 212804116	HX HD SCR, M10X30, IS1364(2)	4	W97012790075	

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68	17826961086	67	P/N 230022233	CONNECTING RODS UNIBAL SMG845	2	W97036901039	
69	17826961086	68	212808887	SLT CSTL NUT, M12, IS2232	1	W97013300128	
70	17826961086	69	P/N 212808731	HX THIN NUT (CHAMP), M8, LHT	2	W97013300187	
71	17826961086	70	PN-157623297	SELF LOCKING NUT GUA20X1.5	1	W97013306800	
72	17826961086	71	PN-137623154	LEVER AS PER PN 137623154	1	W97036902531	
73	17826961086	72	47822318113	ROD	1	AA1020218100	AA10218
74	17826961086	73	47822312262	SHIM	2	HW1071740954	AA10740
75	17826961086	74	47822313188	PIN, LOCKING,TAPERED	1	AA1050201086	AA10501
76	17826961086	75	37822313020	BEVEL GEAR ASSY.	1		
77	37822313020	75-1	PN-137623121	GEAR AS PER PN 137623121	1	W97036902485	
78	37822313020	75-2	PN-127623248	GEAR AS PER PN 127623248	1	W97036902477	
79	17826961086	76	P/N 212809246	NUT, SLFLKG, M10 UNI7473	15	W97013311120	
80	17826961086	77	47822312270	SHIM	2	HW1071740954	AA10740
81	17826961086	78	47822313133	RING,SEALING	1	HW1020218975	AA10218
82	17826961086	79	P/N 230079130	O-RING, MS28775-240	2	W97011201866	
83	17826961086	80	P/N 230079073	O-RING, MS28775-143	1	W97011201629	
84	17826961086	81	37826718095	LEVER WITH BUSH ASSY.	1		
85	37826718095	81-1	17826718188	LEVER WITH STOP	1	HW1050201981	AA10501
86	37826718095	81-2	47822313157	BUSHING, FLANGED	2	W93078200051	
87	17826961086	82	P/N 210863826	WASHER SPR, UNI8840-B12, ZN-NI	2	W97013401099	
88	17826961086	83	P/N 212808701	HX, THIN NUT M8 IS1364(IV)	3	W97013305065	
89	17826961086	84	P/N 230021084	SEAL SMIM 5578/10	2	W97015701669	
90	17826961086	85	47822312272	SHIM	3	HW1071740946	AA10740
91	17826961086	86	PN: 210007762	SERRATED WASHER 6.5X13.5X2	3	W97013418161	
92	17826961086	87	47822312274	SHIM	1	HW1071740954	AA10740
93	17826961086	88	47822313176	O RING	1	W97011201815	

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94	17826961086	89	47822313170	O RING	1	W97011201378	
95	17826961086	90	47822313182	PIN, LINK,SWIVEL	1	AA1020218134	AA10218
96	17826961086	91	P/N 212809244	NUT, SLFLKG, M8 UNI7473, 8.8	8	W97013311111	
97	17826961086	92	P/N 250041306	BALL BEARING SKF-3305 ATN9	1	W97015301482	
98	17826961086	93	P/N 104503249	PLUG,MAG. M22X1.5; 104503249	1	W97012901047	
99	17826961086	94	47822312269	SHIM	2	HW1071740954	AA10740
100	17826961086	95	47822312467	SPACER,GUIDE,CHAIN	2	AA1020218142	AA10218
101	17826961086	96	17826718096	BOX PREASSEMBLY SCREW CONTROL	1		
102	17826718096	96-1	p/n 212867340	STUD UNI 5917-M8X50-8.8	6	W97012801123	
103	17826718096	96-2	47822313244	SET SCREW	2	AA1020218096	AA10218
104	17826718096	96-3	p/n 212867334	STUD UNI5917-M8X25-8.8	4	W97012801069	
105	17826718096	96-4	212867338	STUD, M8X40, UNI 5917	4	W97012800127	
106	17826718096	96-5	PN-137623106	HOUSING OF HOIST GEAR BOX	1	W97050015121	
107	17826718096	96-6	P/N 212865745	STUD C M10X30 IS:1862-P-8.8	2	W97012802073	
108	17826718096	96-7	p/n 212864091	STUD B M8X18 IS:1862-P-8.8	3	W97012802251	
109	17826718096	96-8	p/n 212867336	STUD UNI 5917 M8X30-8.8	4	W97012801085	
110	17826718096	96-9	P/N 210878204, 212878204	WASHER 8.4X17	7	W97013414042	
111	17826718096	96-10	PN-157667417	COVER OF HOIST GEAR BOX	1	W97050015130	
112	17826718096	96-11	p/n 212867337	STUD UNI 5917-M8X35-8.8	5	W97012801093	
113	17826718096	96-12	212867333	STUD, M8X22, UNI 5917	3	W97012800100	
114	17826718096	96-13	212867332	STUD, M8X20, UNI 5917	12	W97012800097	
115	17826718096	96-14	p/n 212867366	STUD UNI 5917-M10X35-8.8	4	W97012801140	
116	17826718096	96-15	47826718486	PIN	2	AA1020218096	AA10218
117	17826718096	96-16	47822312292	DOWEL	2	AA1020218096	AA10218

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118	17826718096	96-17	P/N 212809244	NUT, SLFLKG, M8 UNI7473, 8.8	7	W97013311111	
119	17826961086	97	p/n 212867330	STUD UNI 5917-M8X16-8.8	4	W97012801026	
120	17826961086	98	47822312266	SHIM	2	HW1071740946	AA10740
121	17826961086	99	P/N 157623193	SPRING	1	W97015901609	
122	17826961086	100	27822313127	HOUSING,BEARING	1	HW1020218967	AA10218
123	17826961086	101	PN-157623119	LEVER AS PER PN 157623119	1	W97036902540	
124	17826961086	102	PN 220818715, 220819543	PARALLEL PIN 6 X 22	2	W97013000116	
125	17826961086	103	PN-157623901	SHAFT WITH LEVER,SPLINE	1	W97050015610	
126	17826961086	104	47822312267	SHIM	2	HW1071740954	AA10740
127	17826961086	105	P/N 250040310	BALL BEARING SKF-6307	1	W97015301458	
128	17826961086	106	27822313151	BRACKET (MACHINING)	1		
129	27822313151	106-1	27822320151	BRACKET (WELDING)	1		
130	27822320151	106-1-1	37822313152	PLATE	1	AA1011819090	AA10119
131	27822320151	106-1-2	47822313153	BLOCK	1	AA1011819198	AA10119
132	17826961086	107	P/N 212809077	THIN SLT NUT M30-IS:5368-8.8	1	W97013300250	
133	17826961086	108	47822312284	SPACER	1	AA1010208187	AA10108
134	17826961086	109	P/N 230021016	SEAL SMIM 3252/10	1	W97015701618	
135	17826961086	110	P/N 137604204	O-RING, MS28775-135	1	W97011201564	
136	17826961086	111	P/N 220810113	SPLIT PIN - 5X40 ISO 1234	1	W97013003158	
137	17826961086	112	47822313162	LINK,NUT,TIE ROD	1	DFPW12100145	
138	17826961086	113	P/N 210878212	WASHER,31X56	1	W97013414123	
139	17826961086	114	47822313181	RING,FLAT	1	AA1071740113	AA10740
140	17826961086	115	27822313123	PINION AS PER DRG. 27822313123	1	W97050015466	
141	17826961086	116	P/N 212803883, 212804073	HX HD SCR, M6X16, IS 1364(2)	2	W97012790210	

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142	17826961086	117	P/N 210878210	WASHER,21X37	1	W97013414107	
143	17826961086	118	P/N 210878205	WASHER 10.5X21	7	W97013414050	
144	17826961086	119	47822318114	WASHER	1	AA1020218169	AA10218
145	17826961086	120	P/N 210878204, 212878204	WASHER 8.4X17	31	W97013414042	
146	17826961086	121	PN-137623131	FLANGE AS PER PN 137623131	1	W97036902566	
147	17826961086	122	37826718428	HIDER DISK FOR ONETURN AXIS	1		
148	37826718428	122-1	refer 37826718428		1	AA1011711125	AA10111
149	37826718428	122-2	refer 37826718428		1	AA1011711125	AA10111
150	37826718428	122-3	refer 37826718428		1	AA1011819023	AA10119
151	17826961086	123	27822313129	HOUSING,BEARING	1	AA1010209299	AA10109
152	17826961086	124	127623293	RLR, BEARING SKF NUP-207ECP	1	W97015301210	
153	17826961086	125	P/N: 210007746	SERRATED WASHER,4.4X9X1.8	6	W97013418153	
154	17826961086	126	p/n 220011626	CIRCLIP FOR SHAFT, 35 DIA	1	W97034201234	
155	17826961086	127	37822318028	LEVER SUB ASSY	1		
156	37822318028	127-1	27822318903	BRACKET	1		
157	27822318903	127-1-1	27822320903	BRACKET(WELDING)	1		
158	27822320903	127-1-1-1	27822318162	LEVER	1	DFPW10500340	
159	27822320903	127-1-1-2	47822318163	PAWL	1	DFPW10500367	
160	37822318028	127-2	47822313156	BUSHING	2	W93078200043	
161	17826961086	128	PN 210806455	FLAT WASHER FOR PIN, 8MM	8	W97013416053	
162	17826961086	129	212803927	HX HD SCR M10X35 IS1364(2)	2	W97012790393	

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163	17826961086	130	37822312018	BEVEL GEAR ASSY.	1		
164	37822312018	130-1	27822312019	GEAR BEVEL SUBASSY.	1		
165	27822312019	130-1-1	PN-127623359	PINION AS PER PN 127623359	1	W97036902515	
166	27822312019	130-1-2	PN-127623358	BEVEL GEAR ,PN-127623358	1	W97036902523	
167	37822312018	130-2	PN-127623432	GEAR AS PER PN 127623432	1	W97036902507	
168	17826961086	131	47822313229	PLATE LOCKING	2	AA1071740032	AA10740
169	17826961086	132	37822312399	SLEEVE,SPACER	1	AA1050203160	AA10503
170	17826961086	133	37822313193	HOUSING,BEARING	1	AA1015224083	AA19331
171	17826961086	134	37822313177	HOUSING,BEARING	1	AA1010208268	AA10108
172	17826961086	135	37822312265	SHIM	2	HW1071740946	AA10740
173	17826961086	136	37822318027	SUPPORT SUBASSY	1		
174	37822318027	136-1	27822318167	SUPPORT	1	HW1020218878	AA10218
175	37822318027	136-2	47822318115	BUSHING	2	DFPW12100064	
176	17826961086	137	27822318166	CAM	1	AA1050203364	AA10503
177	17826961086	138	47822313222	SHIM	2	HW1071740911	AA10740
178	17826961086	139	27822313019	SHAFT WITH GEAR ASSY.	1		
179	27822313019	139-1	PN-127623360	GEAR AS PER PN 127623360	1	W97036902469	
180	27822313019	139-2	PN-137623124	SHAFT AS PER PN 137623124	1	W97036902450	
181	27822313019	139-3	47822642100	KEY 14X9X36	1	AA1020218169	AA10218
182	17826961086	140	47822313159	HOUSING,SPRING	1	AA1010208144	AA10108
183	17826961086	141	p/n 210806574, 210878244	TAB WASHER A8.4	4	W97013405108	
184	17826961086	142	27822313134	SHAFT	1	AA1020218169	AA10218
185	17826961086	143	37822313142	ROD,ADJUSTING	1	AA1020218100	AA10218
186	17826961086	144	P/N 220810074	SPLIT PIN - 3X25 ISO 1234	1	W97013003131	

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187	17826961086	145	47822352309	PLUG,EXPANSION	2	AA1011715112	AA10115
188	17826961086	146	p/n 220011747	CIRCLIP FOR BORES, 90 DIA	1	W97034202141	
189	17826961086	147	P/N 210806573, 210878243	TAB WASHER A6.4	2	W97013405094	
190	17826961086	148	PN-127623242	WHEEL SPROCKET,GEAR	1	W97050015601	
191	17826961086	149	47822312292	DOWEL	2	AA1020218096	AA10218
192	17826961086	150	210878246	TAB WASHER A13	1	W97013405086	
193	17826961086	151	47822312289	PLATE,LOCKING	4	AA1071740032	AA10740
194	17826961086	152	PN 210806456	FLAT WASHER FOR PIN, 10MM	5	W97013416061	
195	17826961086	153	47822318209	SCREW SET	1	HW1050273095	HW10573
196	17826961086	154	P/N 230021022	SEAL SMIM 3552/10	1	W97015701634	
197	17826961086	155	PN-210003928	HX HD SCR, M10X40 IS1364(2)	6	W97012790717	
198	17826961086	156	p/n 230022456	GREASE NIPPLE C M6X1, AISI 321	3	W97011501088	
199	17826961086	157	P/N 230021062	SEAL SMIM 4565/10	1	W97015701642	
200	17826961086	158	47822318265	WASHER	1	AA1020218169	AA10218
201	17826961086	159	P/N 212803885	HX HD SCR, M6X20, IS1364(2)	1	W97012790237	
202	17826961086	160	PN-218603883	HX HD SCR, M6X16, IS 1364(2)	3	W97012702753	
203	17826961086	161	P/N 127623291	BEARING TYPE FAG 20206T	1	W97015301202	
204	17826961086	162	27822313130	RING,RETAINER,BEARING	1	HW1020218967	AA10218
205	17826961086	163	27826718418	AXIS CAM ONE TURN	1	HW1050203968	AA10503
206	17826961086	164	27822313216	BRACKET MACHINING	1		
207	27822313216	164-1	27822320216	BRACKET WELDING	1		
208	27822320216	164-1-1	47822313217	BRACE	1	DFPW12300225	
209	27822320216	164-1-2	47822313218	PLATE	1	DFPW12300233	
210	27822320216	164-1-3	37822313219	PLATE	1	DFPW12300233	

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211	17826961086	165	27822318118	BRACKET	1	HW1020218983	AA10218
212	17826961086	166	P/N 212803409, 212803569	HX HD BOLT,M10X80,IS1364(1)	2	W97012792078	
213	17826961086	167	230023491	PLUG M22 X 1.5	1	W97012903074	
214	17826961086	168	p/n 220011745	CIRCLIP FOR BORES, 85 DIA	1	W97034202133	
215	17826961086	169	p/n 230020275	O RING OR 3168 P90	1	W97011202226	
216	17826961086	170	P/N 230079078	O-RING, MS28775-148	2	W97011201653	
217	17826961086	171	27822318228	FLANGE	1	DFPW12300306	
218	17826961086	172	27822318227	FLANGE	1	DFPW12300659	
219	17826961086	173	P/N 250870207	LOCK WASHER 35 DIA ,ISO:2982	1	W97013411060	
220	17826961086	174	47822318116	ROD	1	AA1050201124	AA10501
221	17826961086	175	P/N 127608430	O-RING, MS28775-123	1	W97011201190	
222	17826961086	176	37822313016	CONNECTING ROD ASSLY	1		
223	37822313016	176-1	37822313143	ROD CONNECTING	1	AA1020218169	AA10218
224	37822313016	176-2	47822313166	BUSHING	1	W93078200019	
225	17826961086	177	47822312276	SPACER	1	AA1010208160	AA10108
226	17826961086	178	37822313205	HOUSING,BEARING	1	HW1020218967	AA10218
227	17826961086	179	220033021	WIRE UNI 5563, D=0.80 INOX	1	W97055806097	
228	17826961086	180	p/n 220011730	CIRCLIP FOR BORES, 52 DIA	2	W97034202257	

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Technical Delivery Condition

FOR

Gears & splines

FOR

76/62 SUPER RAPID GUN MOUNT (SRGM)

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REVISION HISTORY

REV.	DATE	DESCRIPTION
0	22/03/2024	First Issue

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1. PURPOSE

This specification deals with the Technical Delivery Conditions for Gears & Splines manufactured as per drawings mentioned in respective material codes.

2. SCOPE

The scope includes following:

- Gears & Splines shall be manufactured as per respective drawing.
- Raw Material as per specification mentioned in respective drawing.
- Finalization of Quality Assurance Plan.
- Testing & Inspection as per drawing.
- Tooling, testing & inspection instruments to be arranged by Vendor.
- Protective surface coating on final Item as per Standard mentioned in the drawing.
- Packaging & Supply

Vendor to ensure following:

- Material shall conform to specifications as per BHEL documents and drawings. Hardening & Tempering of the raw material to be ensured as applicable. Any deviation with respect to material specifications to be approved from BHEL before manufacturing.
- Manufacturing plan to be submitted.
- Quality Assurance Plan (QAP) for manufacturing and inspection to be prepared by vendor and furnished to BHEL for approval.
- Approval of First Article production: First item produced as per drawing requirements and approved QAP shall be checked for completeness and once accepted, further production shall be applied.
- To conduct and record all tests and quality checks mentioned as per specifications and Quality Plan.
- If any defects are observed or the material found unsuitable, then the same will be rejected and replace the same at supplier's own risk and cost.

3. DOCUMENTATION

Following documents are to be provided with supplies.

- Material Test Certificates (MTC) of raw materials from NABL certified lab: covering chemical analysis and mechanical properties as given material specifications. MTC should also include ultrasonic testing AA0850118 with acceptance norms as per category 2 as mentioned in drawing or material standard as applicable.
- Vendor's Quality Inspection reports.
- Vendor to submit drawing and technical datasheet for Gears & Splines.

4. INSPECTION AND TESTING

Inspection & Testing shall be as per BHEL approved QAP at vendor's works.

5. ACCEPTANCE

- Manufacturing of part shall be strictly as per drawing requirements and approved QAP.
- BHEL reserves the right under conditions of purchase to reject any consignment, which does not confirm to the specifications.

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6. DELIVERABLES

- Gears & splines as per drawing.
- Documents as per Para 3.

7. Warranty

Warranty/Guarantee: 24 months from the date of delivery at works OR 18 months from the date of commissioning, whichever is earlier.

8. PACKING

- Identification by Laser marking on the item with following details: Part Number as per drawing, Item P.O. number & running serial No at the location marked in the drawing of respective component.
- All components should be properly packed for providing proper physical protection during transit and loading/unloading.

9. APPLICABLE STANDARDS AND DOCUMENTS

Components should be manufactured and supplied to meet the requirements specified as per BHEL drawing & quality class as mentioned in the respective component drawing. Referred standards (in this document & in drawing) & drawings shall be provided for reference for respective component.

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**TECHNICAL DATA SHEET FOR HOUSING AND COVER OF TRAINING &
HOIST GEAR BOX (DRAWING NO.- 137615100,137615101,137623106,157667417(derived
from 137623107)**

1. Castings to be produced by Low pressure die casting process or Gravity die casting process.
2. No welding is permitted.
3. Material shall be G AlSi9MnMg UNI 3051 Gc Ta or EN AC 43300 EN 1706 treatment T6/T64. Heat treatment shall be carried out and report to be submitted, indicative cycle is provided in UNI 3051.
4. Chemical composition shall be as per G AlSi9MnMg UNI 3051 or EN AC 43300 EN 1706 as applicable.
5. Mechanical Properties and hardness value after heat treatment shall be for casting in iron moulds, hardened and tempered (artificially aged) , as per UNI 3051 or EN AC 43300 T6/T64 as applicable.
6. Material Test Certificate for chemical and mechanical properties to be submitted from NABL approved LAB .
7. Heat treatment cycle graph to be submitted for information.
8. Hardness value test report after Heat treatment to be submitted from NABL approved LAB .
9. Visual and NDT reports of castings to be submitted.
Acceptance criteria:
 - a) Visual inspection of all internal and external surfaces -castings must be sanded, trimmed, with no shrinkage defects, inclusions, cracks or other surface defects.
 - b) 100% Die Penetration test – No discontinuities such as cracks, cold junctions and seams are allowed.
 - c) 100 % radiographic test to be done for each casting as per spec. ASTM E 155.
Acceptance criteria shall be follows-
 - I. For Housing and Cover of Training Gear Box- class A ,the acceptance defects shall be as per table mentioned in clause 4.5 of spec . OTO-CO-55/0.
 - II. For Housing and Cover of Hoist Gear Box- class B ,the acceptance defects shall be as per table mentioned in clause 4.5 of spec . OTO-CO-55/0.

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Table is reproduced below-

Defects type	Internal defects		Surfaced defects	
	Casting type	A	B	A
Gas cavities		2	5	2
Gas bubbles		3	5	3
Seam sponge		2	3	1
Seam cavity		2	3	1
More dense inclusions		2	4	2
Less dense inclusions		2	4	2
Long gas porosity		5	5	3

10. Die manufacturing and design shall be done either through in-house or outsourced through experience suppliers having adequate facilities such as CAM software, CNC EDM/wirecut , CNC HMC /VMC etc.
11. Castings to be supplied in fully machined condition as per BHEL drawings 137615100,137615101,137623106 and 157667417.
12. Surface treatment -Alodyne as per standard RS 4 Amend. A to be carried out.
13. Painting to be performed as per as per below-

Primer- IS :1874-priming zinc chromate universal.

Paint externally – as per JSS8010-65 – sea green (217 of IS:5)-Enamel paint, finishing GS synthetic, semi gloss.

Paint internally- as per JSS8010-65- white-Enamel paint, , finishing GS synthetic, semi gloss.
14. In case of ambiguity in requirement specified in BHEL documents, the requirement specified in this specification shall prevail. In case of any doubt , clarification from BHEL may be taken.

COMMERCIAL & QUALITY CHECKLIST

SL. NO.	TERMS & CONDITION	VENDOR's CONFIRMATION /REMARKS / REPLY
TENDER DETAILS		
1	COMPANY / FIRM NAME OF BIDDER	
2	GEM BID NO	
TECHNICAL REQUIREMENTS		
3	HOIST GEAR BOX (UPGRADED) AS PER TECHNICAL SPECIFICATION NO. DPE/TS/HGB-187669086	
4	WARRANTY/GUARANTEE: 24 MONTHS FROM THE DATE OF DELIVERY AT WORKS OR 18 MONTHS FROM THE DATE OF COMMISSIONING, WHICHEVER IS EARLIER	
QUALITY REQUIREMENTS		
5	VENDORS TO CONFIRM FOR INSPECTION BY BHEL/BHEL TPIA AND INDIAN NAVY (IF REQUIRED) AS PER BHEL AND INDIAN NAVY (IF REQUIRED) APPROVED QUALITY PLAN	
6	IN CASE OF ORDERING, VENDORS TO SUBMIT QUALITY PLAN FOR APPROVAL COVERING RAW MATERIAL CHECKS, IN PROCESS AND FINAL STAGE CHECKS IN-LINE WITH ENQUIRY DRAWING AND SPECIFICATION IN ATTACHED BHEL FORMAT	
7	IN CASE OF ORDERING, VENDORS TO FOLLOW INSPECTION TERMS AND CONDITION AS PER APPROVED QUALITY PLAN ONLY	
COMMERCIAL REMARKS		
8	VENDOR TO SUBMIT MAKE IN INDIA CERTIFICATE AS PER ATTACHED FORMAT ONLY	
9	BREACH OF CONTRACT CLAUSE: VENDOR TO AGREE AS PER CLAUSE NO 14 OF ATC	
10	CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS: VENDOR TO AGREE AS PER CLAUSE NO 32 OF ATC	
11	ACTION AGAINST BIDDERS / VENDOR / SUPPLIER / CONTRACTOR IN CASE OF DEFAULT SHALL BE AS PER CLAUSE 27 OF ATC	
12	EMD SUBMITTED (YES / NO)	
13	Vendor to confirm to submit PERFORMANCE SECURITY 5% of the contract value to be furnished within 14 days after issuance of Contract/PO as per clause 13 of ATC	
14	VENDOR TO SUBMIT INTEGRITY PACT DULY FILLED AS PER FORAMT GIVEN IN THE ENQUIRY	
15	Vendor to confirm regarding Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as below: I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that OUR COMPANY / FIRM is not from such a country/ has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).	
16	Vendor to confirm the following: We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.	
17	Vendor to confirm the following: We confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions	
18	REST TERMS AND CONDITIONS SHALL BE as per GEM (Latest Version- applicable at the time of issuance of enquiry) and Enquiry ATC (ADDITIONAL TERMS & CONDITIONS)	

VENDOR'S SIGN & STAMP

Buyer Added Bid Specific Additional Terms & Conditions (ATC)	
1.	<u>PRE QUALIFICATION CRITERIA: AS PER ENCLOSED PQR CHECKLIST</u>
2.	<u>SCOPE OF SUPPLY: AS PER ANNEXURE - A</u>
3.	<u>PRICE BASIS:</u> Price in INR should be quoted for F.O.R BHEL HEEP HARIDWAR BASIS
4.	<p>TAXES & DUTIES:</p> <p>4.1 The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i. e. amount paid by BHEL + overhead)</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p>4.2 GST (Goods and Services Tax)</p> <p>4.2.1 Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p> <p>4.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.</p> <p>4.2.3 Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.</p> <p>4.2.4 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.</p> <p>4.2.5 Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.</p> <p>4.2.6 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.</p>

<p>4.2.7 Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.</p> <p>4.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -</p>	<ul style="list-style-type: none"> a) Supply of goods and/or services have been received by BHEL. b) Original Tax Invoice has been submitted to BHEL. c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder. e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return. f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor. g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL. <p>4.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.</p> <p>4.2.10 TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.</p> <p>4.2.11 Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.</p> <p>4.2.12 Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.</p> <p>4.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/ altered/ deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.</p> <p>4.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to noncompliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.</p>
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	<p>4.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.</p> <p>4.2.16 Variation in Taxes & Duties:</p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.</p> <p>a) In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p> <p>4.3 Income Tax:</p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p>
5.	MATERIAL DISPATCH CLEARANCE CERTIFICATE: AS PER ENQUIRY
6.	INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS: AS PER QAP
7.	DELIVERY PERIOD: AS PER ANNEXURE - A
8.	<p>TRANSIT INSURANCE: Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation.</p>
9.	<p>a) PAYMENT TERMS:</p> <ul style="list-style-type: none"> i. FOR NON-MSME BIDDERS: 100% PAYMENT ALONG WITH TAXES, FREIGHT & INSURANCE WILL BE MADE AFTER RECEIPT AND ACCEPTANCE OF MATERIAL AND WITHIN 90 DAYS FROM THE DATE OF RECEIPT SUBJECT TO SUBMISSION OF NON-DISCREPANT DOCUMENTS. (MSME MEANS MICRO, SMALL & MEDIUM ENTERPRISES) (THIS IS IN SUPERSESSION OF 10 DAYS' TIME AS PROVIDED IN CLAUSE 12 OF GEM GTC). ii. FOR MSE BIDDER: FOR MSES (COVERED UNDER MSME ACT), 100% PAYMENT ALONG WITH TAXES, FREIGHT & INSURANCE WILL BE MADE AFTER RECEIPT AND ACCEPTANCE OF MATERIAL AND WITHIN 45 DAYS FROM THE DATE OF RECEIPT SUBJECT TO SUBMISSION OF NON-DISCREPANT DOCUMENTS OR AS PRESCRIBED IN THE RELEVANT ACT. BENEFITS OF MSE (SUCH AS EMD WAIVER, TENDER FEE EXEMPTION, PRICE PREFERENCE, PAYMENT PREFERENCE ETC.) WILL BE GIVEN ONLY TO THOSE MSE VENDORS WHO ARE MANUFACTURERS OF OFFERED ITEMS AGAINST THE NIT. NO MSE BENEFITS SHALL BE PROVIDED TO AGENTS / STOCKISTS /DEALERS / TRADERS ETC. FOR THE ITEMS OFFERED BUT NOT MANUFACTURED BY THEMSELVES." iii. FOR MEDIUM ENTERPRISES: 100% PAYMENT ALONG WITH TAXES, FREIGHT & INSURANCE WILL BE MADE AFTER RECEIPT AND ACCEPTANCE OF MATERIAL AND WITHIN 60 DAYS FROM THE DATE OF RECEIPT SUBJECT TO SUBMISSION OF NON-DISCREPANT DOCUMENTS AS PER TERMS AND CONDITIONS OF PURCHASE ORDER.

	<p>iv. PLEASE NOTE THAT VENDOR TO ADHERE TO THE PAYMENT TERMS AS PER ABOVE. NO DEVIATION IN PAYMENT TERMS SHALL BE ACCEPTED. VENDOR TO SUBMIT THEIR OFFER ACCORDINGLY.</p> <p>v. However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.</p> <p>vi. IT MAY BE NOTED THAT STANDARD PAYMENT TIMELINE/TERMS AS MENTIONED/PRINTED IN THE GEM BID SHALL NOT BE APPLICABLE. PAYMENT TERMS SHALL BE AS PER ABOVE ONLY.</p> <p>b) NO INTEREST PAYABLE TO CONTRACTOR: No interest shall be payable on the security deposit or any other money due to the contractor”.</p>
10.	<p><u>DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL/BILLING DOCUMENTS:</u></p> <p>The following documents are required to be sent with material dispatch/Billing Documents:</p> <ul style="list-style-type: none"> • Original Tax Invoice (As per Cl. No. 4 above). • Copy of LR. • GST COMPLIANCE CERTIFICATE • Warranty / Guarantee Certificate. • Certificate of compliance • Test certificates • other documents as per enquiry/PO terms
11.	<p><u>BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION:</u></p> <p>For Electronic Fund Transfer the details are as below:</p> <p>a) Name of the Beneficiary: BHEL HEEP HARIDWAR</p> <p>b) Bank Particulars:</p> <p> Name of the Company - BHARAT HEAVY ELECTRICALS LTD.</p> <p> Address of the company - BHEL HEEP HARIDWAR</p> <p> Name of the bank - STATE BANK OF INDIA</p> <p> Bank branch - SECTOR-5 RANIPUR HARIDWAR BRANCH</p> <p> City - HARIDWAR</p> <p> Branch code - 000586</p> <p> Account Number – 1 0 6 6 7 9 9 5 4 5 8</p> <p> IFSC code - SBIN0000586</p>
12.	<p><u>EMD:</u> Applicable – EMD of Rs 6,00000.00 (Six Lakhs)/- to be submitted.</p> <p>12.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.</p> <ol style="list-style-type: none"> i. EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT. ii. The EMD is to be paid only in the following forms (For EMD amount please refer bid): <ol style="list-style-type: none"> a) Electronic Fund Transfer credited in BHEL account (before tender opening). b) Banker's cheque/ Pay order/ Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer). c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL marking lien in favour of BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period.

	<p>d) Bank Guarantee from any of the Scheduled Banks. In such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>e) Insurance Surety Bonds.</p> <p>f) In case the EMD is more than Rs. Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in the prescribed format. The EMD shall remain valid for a period of 45 (forty five) days beyond the final bid validity period.</p> <p>iii. No other form of EMD remittance shall be acceptable to BHEL.</p> <p>12.2 EMD by the Bidder will be forfeited as per NIT conditions, if:</p> <ol style="list-style-type: none"> The bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender. EMD by the Bidder shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and shall be forfeited in case of suspension <p>12.3 Subject to Clause 12.2 above, EMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>12.4 EMD of successful Bidder shall be refunded on conclusion of the order/ receipt of a performance security as mentioned in NIT.</p> <p>12.5 EMD shall not carry any interest.</p> <p>Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of EMD.</p>
13.	<p><u>PERFORMANCE SECURITY: Applicable.</u></p> <p>13.1 Successful bidder awarded the contract should deposit 5% of the contract value as performance security towards fulfilment of all contractual obligations, including warranty obligations.</p> <p>13.2 Performance Security is to be furnished within 14 days after issuance of Contract/PO and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including warranty obligations.</p> <p>13.3 Modes of deposit:</p> <ol style="list-style-type: none"> Performance security may be furnished in the following forms: <ol style="list-style-type: none"> Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL.

	<ul style="list-style-type: none"> iii. Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). v. Insurance Surety Bond. <p>Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>13.4 The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO.</p> <p>13.5 Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>13.6 The Performance Security shall not carry any interest.</p> <p>13.7 There is no exemption of Performance security deposit submission for MSE Vendors.</p>
14.	<p><u>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</u></p> <p>14.1 The following shall amount to breach of contract:</p> <ul style="list-style-type: none"> I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. III. The Supplier/Vendor delivers equipment/ material not of the contracted quality. IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. <p>In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p>

- IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

14.2 Remedies in case of Breach of Contract.

- i Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encasing the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered

	<p>from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
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Note:

- 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:
 - (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
 - (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

LD against delay in executed supply in case of Termination of Contract:

LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.

Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.

- i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed supply till the time of termination of contract= X
- iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y
- iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2=[1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.

15.	BILL TO/ SHIP TO ADDRESS:	
	Shipping Address as below:	Billing address as below:
	HEAVY ELECTRICALS EQUIPMENT PLANT, BHEL, RANIPUR, HARIDWAR, Haridwar, Uttarakhand, 249403	HEAVY ELECTRICALS EQUIPMENT PLANT, BHEL, RANIPUR, HARIDWAR, Haridwar, Uttarakhand, 249403

	GST No.: 05AAACB4146P1ZL	GST No.: 05AAACB4146P1ZL	
16.	<u>GUARANTEE/WARRANTY:</u> WARRANTY/GUARANTEE: 24 MONTHS FROM THE DATE OF DELIVERY AT WORKS OR 18 MONTHS FROM THE DATE OF COMMISSIONING, WHICHEVER IS EARLIER		
17.	<u>MICRO AND SMALL ENTERPRISES (MSE):</u>		
Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.			
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			
<p><u>Note:</u> If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either UDYAM Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>			
<p><u>DIVISION BETWEEN MSE AND NON MSE L1 WILL BE AS BELOW:</u></p> <p>If price quoted by MSE vendor is within the price band of L1+15%, then 25% quantity of the respective item (rounded off to nearest number) shall be offered to MSE vendor subject to matching the L1 prices. if the quantity required is 1 number (as such non-divisible), MSE quoting with in price preference of L1+15% shall be offered 100% quantity subject to matching the L1 prices.</p> <p>MSE/MII: the supplier needs to submit/update MSE/MII credentials on gem portal during profile updation / offer submission stage. the MSE data submitted is cross verified by gem with govt. of INDIA UDYAM/NSIC database through API integration on real time basis and for mii, a self-declaration is being given and authenticated by AADHAR OTP. if the seller fails to claim MSE/MII provision on gem portal at profile updation / bid submission stage, the said seller will become ineligible for getting the MSE/MII benefits for that bid automatically. the vendor can always</p>			
18.	<u>LIQUIDATED DAMAGE:</u>		
If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.			

<p>19.</p>	<p><u>INTEGRITY PACT (IP): Applicable</u></p> <p>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor 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.</p> <table border="1" data-bbox="393 424 1388 635"> <thead> <tr> <th>Sl. No.</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td><td>iem1@bhel.in</td></tr> <tr> <td>2.</td><td>Shri R. Mukundan, IRPS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3.</td><td>Shri Madan Lal Meena, IAS (Retd.)</td><td>iem3@bhel.in</td></tr> </tbody> </table> <p>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.</p> <p>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.</p> <p>Note: <i>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 as per Clause no. 21 below.</i></p>	Sl. No.	IEM	Email	1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in	2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in	3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in
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3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in											
<p>20.</p>	<p><u>PREFERENCE TO MAKE IN INDIA: Applicable</u></p> <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017" Dt. 19.07.2024 issued vide Order No. P-45021/2/2017-PP(BE-II)-Part (4)Vol.II. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid.</p> <p>Suppliers who have qualified and received incentive under PLI scheme will be deemed CLASS-II local suppliers unless they are already CLASS I local suppliers) to encourage indigenization.</p> <p>Kindly submit MAKE IN INDIA certificate as per attached format only.</p> <p><u>PENAL PROVISIONS FOR FALSE SELF DECLARATION OF MII, IN CASE OF CONTRACT MORE THAN RS 10 CRS.</u></p>												

	<p>For contracts valuing more than Rs. 10 crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by cost/ chartered accountant, and in case of defaults, penalty upto 10% of the contract value shall be imposed.</p> <p>For this procurement, the local content to categorize a supplier as a CLASS I local supplier/ CLASS II local supplier/ non-local supplier and purchase preference to class i local supplier, is as defined in public procurement (preference to MAKE IN INDIA), order 2017 dated 19.07.2024 issued by DPIIT. in case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the nit, the same shall be applicable even if issued after issue of this NIT, but before opening of PART-II bids against this NIT.</p> <p><u>20.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</u></p> <ol style="list-style-type: none"> 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. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). 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. III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: - <ol style="list-style-type: none"> a. An entity incorporated established or registered in such a country; or b. A subsidiary of an entity incorporated established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. IV. The beneficial owner for the purpose of (III) above will be as under: <ol style="list-style-type: none"> 1. 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. <p>Explanation</p> <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
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	<p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Note:</p> <p>(i) The bidder shall provide undertaking for their compliance to this Clause.</p> <p>Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.</p>
21.	<p>Settlement of Dispute</p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p>

21.1 Conciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

21.2 ARBITRATION:

- 21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 21.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- 21.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions as identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change

	<p>thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>21.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be HARIDWAR.</p> <p>21.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at HARIDWAR.</p> <p>21.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>21.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>21.2.9 In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>21.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p>21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.</p>
22.	<p>JURISDICTION</p> <p>Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction HARIDWAR shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p>GOVERNING LAWS</p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>

23.	<p><u>Force Majeure</u></p> <p>23.1 "Force Majeure" shall mean circumstance which is:</p> <ul style="list-style-type: none"> a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none"> i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc. <p>23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"> i. Constitute a default or breach of the Contract. ii. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
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	23.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.		
24.	Non-Disclosure Agreement: Applicable The bidders shall enter into the Non-disclosure agreement separately. (Format attached).		
25.	Cartel Formation The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines		
26.	Fraud Prevention Policy Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.		
27.	Suspension of Business Dealings with Suppliers / Contractors: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com . If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 (Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors		
28.	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. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening- <table border="1" data-bbox="285 1742 1493 1890"> <tr> <td>Manager/PPX-DABG Email id- akshukla@bhel.in Ph. No. - +91-1334-285076</td> <td>Add. Engineer-II/ PPX-DABG Email id- anupamk@bhel.in Ph. No.- +91-1334-285076</td> </tr> </table>	Manager/PPX-DABG Email id- akshukla@bhel.in Ph. No. - +91-1334-285076	Add. Engineer-II/ PPX-DABG Email id- anupamk@bhel.in Ph. No.- +91-1334-285076
Manager/PPX-DABG Email id- akshukla@bhel.in Ph. No. - +91-1334-285076	Add. Engineer-II/ PPX-DABG Email id- anupamk@bhel.in Ph. No.- +91-1334-285076		
29.	Order of Precedence:		

	<p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> a) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b) Buyer Added Bid Specific ATC c) GeM Bid Technical Conditions of Contract (TCC) d) GeM GTC
<p>30.</p>	<p>NOTE:</p> <ol style="list-style-type: none"> 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in tender may lead to rejection of offer. 3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. 4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor. 7. Rest Terms and Conditions shall be as per GEM (Latest version- applicable at the time of issuance of enquiry) and enquiry ATC (Additional terms & conditions). 8. While generating invoice in GEM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST. 9. THE PRICE QUOTE BY BIDDER SHOULD BE INCLUSIVE OF GST. 10. Vendor to upload/submit DIGITILY signed documents to BHEL B2B portal at the time of supply. 11. The tender enquiry has been issued on GEM and BHEL portals for wider circulation. however, the offer is to be submitted through GEM portal only. also, all future corrigendum/corrigenda, addendum/addenda, amendments, time extensions, clarifications, etc. against the published gem bid shall be issued on gem portal only. Hence, the bidders are advised to check GEM portal only for latest updates/amendments/communications issued by BHEL against the current tender.

	<p>12. Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not match with BHEL requirement.</p> <p>13. Data sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the data sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.</p> <p>14. In case vendor (The Proprieter, Partner(s), Director(s) of our Company/Firm) have any relation or relatives employed in BHEL, vendor to inform the same specifically in their offer.</p> <p>15. Bidder shall submit the following documents along with their bid for vendor code creation:</p> <ul style="list-style-type: none"> • COPY OF PAN CARD • COPY OF GSTIN • COPY OF MSE CERIFICATE <p>16. The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.</p>
31.	<p>Grievance Redressal Mechanism</p> <p>To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.</p> <p>Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:</p> <ol style="list-style-type: none"> 1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract. 2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/ <p>Responses will be provided in accordance with the defined escalation matrix."</p>
32.	<p>CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS</p> <p>"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ol style="list-style-type: none"> a) They have controlling partner (s) in common; OR b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; OR c) They have the same legal representative/agent for purposes of this bid; OR 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 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

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:

1. The principal manufacturer directly or through one INDIAN agent on his behalf; AND
2. INDIAN/FOREIGN agent on behalf of only one principal;

OR

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

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."

Treatment of cases regarding conflict of interest:

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

- i. If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii. Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into

	<p>any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
33.	<p>For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs. five lakhs, in case they were not digitally signed and uploaded on the portal.</p> <p>The material will not be accepted inside BHEL in absence of the above."</p>
34.	<p>Enclosure:</p> <ul style="list-style-type: none"> • Annexure-A: ITEM DETAILS / SCOPE OF SUPPLY • PQR CHECKLIST • TECHNICAL SPECIFICATION • COMMERCIAL & QUALITY CHECKLIST • NO-DEVIATION CERTIFICATE • Format for Declaration reg. minimum local content in line with revised public procurement • Format for Non-Disclosure Certificate • Format for Integrity Pact • List of Consortium Bank.

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), Order 2017" Dt. 19.07.2024
issued vide Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II AND SUBSEQUENT ORDER(S)
(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)**

To,
Manager
PPX-DABG
BHEL-HEEP, HARIDWAR

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017" Dt. 19.07.2024 issued vide Order No. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II and subsequent order(s).

Ref: 1) GeM Bid Specification No:
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' (*Strike out whichever is not applicable*) as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____
3. _____ 4. _____ ...

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

ONE SIDED

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this "Agreement") entered into on this day of June, 20.. (the "Effective Date")

By and Between

Bharat Heavy Electricals Limited (a Public Sector Undertaking of Government of India), a company incorporated under the Companies Act, 1956 and having its registered office at having its registered office at "BHEL House", Siri Fort, New Delhi - 110 049, India (hereinafter referred to as "BHEL" of which the expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) (hereinafter referred to as "BHEL"),

And

ABC, a Company incorporated under the laws of and having its registered office at (hereinafter referred to as "ABC").

The party who is receiving information would be referred as Receiving Party and the party who is disclosing information would be referred as Disclosing Party, as the context requires.

WHEREAS

- (A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for _____, for the purpose ofproducts in India ('the Purpose');
- (B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;
- (C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and
- (D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

NOW, THEREFORE and in consideration of the promises made herein, their mutual and individual interests, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

[Signature]
1

1. **PURPOSE:** Purpose to be mentioned here.
2. **DISCLOSING PARTY.** means a Party that discloses the confidential information to the other party under this agreement.
3. **RECEIVING PARTY** means a Party that receives the confidential information from the other party under this agreement.
4. **Confidential Information**

- (a) Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be "Confidential Information" for the purposes of this Agreement.
- (b)
 - (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.
 - (ii) Confidential Information includes information disclosed by the Disclosing Party or by any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.
- (c) Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party:
 - (1) is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
 - (2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;
 - (3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party; or



(4) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.

(d) Notwithstanding any other provision of this Agreement, the Receiving Party shall be permitted to disclose Confidential Information if such disclosure is in response to a valid order of a court or other governmental body, provided, however, that the Receiving Party shall be required to give prior notice in writing to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order including that the Confidential Information so disclosed be used only for the purposes for which the order was issued;

5. Disclosure

In consideration of the disclosure of Confidential Information by, the Recipient hereby agrees to:

- (a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;
- (d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;
- (e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;
- (f) not disclose any Confidential Information received by it to any third party; and
- (g) not to copy or reverse engineer any such Confidential Information.
- (h) not to use the Confidential Information for any purpose other than the Transaction.
- (i) not use the information for any scientific research or any other research.
- (j) Confidential information does not include information:
 - a. Which is generally available to the public other than as a result of a breach of this Agreement; or
 - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder: or

- c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions; or
- d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
- e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended

(k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty whether express or implied, as to the accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

Each Party will comply with all applicable data protection laws and regulations. Where applicable in particular if one Party receives access to and processes personal data on behalf of the other party in connection with this Agreement and such processing agreement, the Parties will enter into any required data processing of other data protection agreement

6. Restriction on Use

- (a) The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:
 - (i) disclose the Confidential Information to any third party; or
 - (ii) use the Confidential Information for any purpose other than the permitted Purpose.
- (b) The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.
- (c) The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.
- (d) The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of the Disclosing Party.



(e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

7. Protection of Confidential Information

- (a)** The Receiving Party represents and warrants that it shall protect the Confidential Information received with utmost care and diligence.
- (b)** All Confidential Information shall be promptly returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

8. No Further Warranties

The Confidential Information shall be disclosed on an "as is" basis only and without any warranties of any kind, including but not limited to, warranties of merchantability or fitness for a particular purpose.

9. No Further Business Arrangement

Nothing contained herein shall be construed to obligate either Party to enter into any further agreements with each other. This Agreement does not create any other business arrangement, including but not limited to any partnership, agency or joint venture, between the Parties.

10. Term

The term of this Agreement shall commence on the Effective Date and valid for the period of two (2) years. The Disclosing party shall have a right to terminate this Agreement by giving a written notice of 30 days to the Receiving Party. However, the Receiving Party obligation to protect and restrict the use of Confidential Information under this Agreement shall continue until such time as the Disclosing Party discloses it to the public or when it otherwise becomes part of the public domain through no action of the Receiving Party.

11. Injunctive remedy

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the

A handwritten signature in blue ink, appearing to read "John M".

Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the affected Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The affected Discloser shall be entitled to recover all its damages, costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

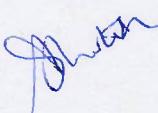
12. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

13. Notice of Breach

Recipient shall notify the Disclosers immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives, or any other breach of this Agreement by Recipient or its Representatives, and will cooperate with efforts by the Discloser regain possession of Confidential Information and prevent its further unauthorized use.

14. Survival

A handwritten signature in blue ink, appearing to read "John [unclear]".

The provisions of Clauses 8, 9 & 10 of this Agreement, and the rights and obligations contained there under shall not terminate upon termination of this Agreement.

15. Governing Law & Dispute Resolution

The contract shall be governed by the Law for the time being in force in the Republic of India. Civil Court having original Civil Jurisdiction at (name of Place) shall alone have exclusive jurisdiction in regard to all matters in respect of this agreement. HARIDWAR

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to arbitration. The arbitration shall be conducted by three arbitrators, one to be appointed by each of the Parties and a third arbitrator to be appointed by the mutual consent of the two arbitrators so appointed by the Parties.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be HARIDWAR (the place from where the contract is issued)

16. No Publication

Neither Party shall disclose, publicise or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other Party, except as may be required by law.

17. Miscellaneous

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.

(e) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

18. Notices

All notices, documents, consents, approvals or other communications (a 'Notice') to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail to the person at the address specified herein below, or by telex, facsimile or other electronic means in a form generating a record copy to the party being served at the relevant address for that party shown herein below. Any Notice sent by mail shall be deemed to have been duly served on receipt of delivery confirmation. Any Notice sent by telex facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

Notice if to:



BHEL, then to,

Phone :

Fax :

E-mail :

ABC, then to,

(Name) _____

(Designation) _____

Phone :

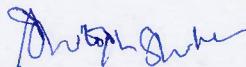
Fax :

E-mail :

19. Counterparts, Telefax Signatures

This Agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document.

IN WITNESS WHEREOF, of their Agreement to the terms and conditions contained herein, the undersigned have caused this Agreement to be executed by their duly authorized representatives:

For Bharat Heavy Electricals Limited	For ABC
<p>Signature: </p> <p>Name: ASHUTOSH K. SHUKLA</p> <p>Designation: Mgr / DABh-PPA</p>	<p>Signature:</p> <p>Name:</p> <p>Designation:</p>
<p>Signature: </p> <p>Name: ANUPAM KOSHWAHA</p> <p>Designation: D.Y. ENGR.</p>	<p>Signature:</p> <p>Name:</p> <p>Designation:</p>

BOTH SIDED

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,
MANGER
PPX-DABG
BHEL-HEEP, HARIDWAR

Dear Sir,

Subject: No Deviation Certificate

Ref: 1) GeM Bid No.
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:

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 Bharatiya Nyaya Sanhita (BNS) 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 (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on 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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.



For & On behalf of the Principal

(Office Seal)

ASHUTOSH SHUKLA

MANAGER-PPX-DABG

BHEL-HEEP, HARIDWAR

Place _____

Date _____

Witness: Anupam

(Name & Address) ANUPAM KUSHWAHA

ADD: Engg-II/PPX - DABG

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness: _____

(Name & Address) _____

ANNEXURE – 18**LIST OF CONSORTIUM BANK**

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

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

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