



**BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP HARIDWAR INDIA-PIN 249403**

**FAX NO: 0091 1334 226462**

**PHONE NO: 01334 285076**

**REQUIREMENT OF ELEVATION 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:

Sl. No.	MAT CODE	ITEM DISCREPTION	Quantity (NOS)	Delivery Shedule
1	W97050015067	ELEVATION GEAR BOX (UPGRADED) AS PER TECHNICAL SPECIFICATION NO. DPE/TS/EGB-157616036  PN-157616036	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](mailto:anupamk@bhel.in)
2. [akshukla@bhel.in](mailto:akshukla@bhel.in)
3. [sharma.amit@bhel.in](mailto: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 **COMMERICAL & 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: 20252898**

**PRE-QUALIFYING REQUIREMENT (PQR) for Elevation Gear Box Drq, No 17821618036**

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
<b>1</b>	<b>Vendor should be a manufacturer and have experience of -</b>	
<b>1.1</b>	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 length= 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.
<b>1.2</b>	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.
<b>2</b>	<b>Vendor should have inhouse manufacturing facility of -</b>	
<b>2.1</b>	Gear manufacturing facility: gear hobbing /gear shaping suitable for BHEL requirement.	Vendor to confirm and submit facility details, machine broad specification alongwith photographs.
<b>2.2</b>	CNC milling facility: VMC suitable for BHEL requirement.	Vendor to confirm and submit facility details, machine broad specification alongwith photographs.
<b>3</b>	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.
<b>4</b>	Vendor shall be ISO 9001 certified company	Vendor to submit valid ISO 9001 certificate.
<b>5</b>	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.
<b>6</b>	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.

## COMMERCIAL & QUALITY CHECKLIST

SL. NO.	TERMS & CONDITION	VENDOR'S CONFIRMATION /REMARKS / REPLY
<b>TENDER DETAILS</b>		
1	COMPANY / FIRM NAME OF BIDDER	
2	GEM BID NO	
<b>TECHNICAL REQUIREMENTS</b>		
3	ELEVATION GEAR BOX (UPGRADED) AS PER TECHNICAL (UPGRADED) AS PER TECHNICAL SPECIFICATION NO. <b>DPE/TS/EGB-157616036</b>	
4	WARRANTY/GUARANTEE: 24 MONTHS FROM THE DATE OF DELIVERY AT WORKS OR 18 MONTHS FROM THE DATE OF COMMISSIONING, WHICHEVER IS EARLIER	
<b>QUALITY REQUIREMENTS</b>		
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	
<b>COMMERICAL REMARKS</b>		
8	VENDOR TO SUBMIT <b>MAKE IN INDIA CERTIFICATE</b> AS PER ATTACHED FORMAT ONLY	
9	<b>BREACH OF CONTRACT CLAUSE:</b> VENDOR TO AGREE AS PER CLAUSE NO 14 OF ATC	
10	<b>CONFLICT OF INTEREST</b> 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	<b>EMD</b> SUBMITTED (YES / NO)	
13	Vendor to confirm to submit <b>PERFORMANCE SECURITY 5% of the contract value</b> to be furnished within 14 days after issuance of Contract/PO as per clause 13 of ATC	
14	VENDOR TO SUBMIT <b>INTEGRITY PACT</b> DULY FILLED AS PER FORAMT GIVEN IN THE ENQUIRY	
15	Vendor to confirm regarding <b>Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017</b> 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 <b>OUR COMPANY / FIRM</b> 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	<b>Vendor to confirm the following:</b> 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	<b>Vendor to confirm the following:</b> 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

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## TECHNICAL DATA SHEET FOR ELEVATION GEAR BOX, (DRAWING NO.- 17821618036)

### 1. PURPOSE-

This specification deals with the manufacturing, assembly and testing of Training Gear Box, Drg. No. 17821618036. (refer **annexure 1** for brief description/sketch of assembly)

### 2. SCOPE-

The **scope** includes manufacturing, assembly, testing and supply of Training Gear Box, Drg. No. 17821618036 of SRGM as per complete breakup of assembly as per 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.
- 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\_EGB REV. 03 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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- l) 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 along with 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. 17821618036.

### 3. INSPECTION AND ACCEPTANCE

As per approved Quality plan.

### 4. PACKING-

- a) 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:
    - i. Purchase order number and date
    - ii. BHEL Material Code
    - iii. Item Description
    - iv. Drawing number
    - v. Consignee address
    - vi. Net weight
    - vii. Gross weight
  - b) 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

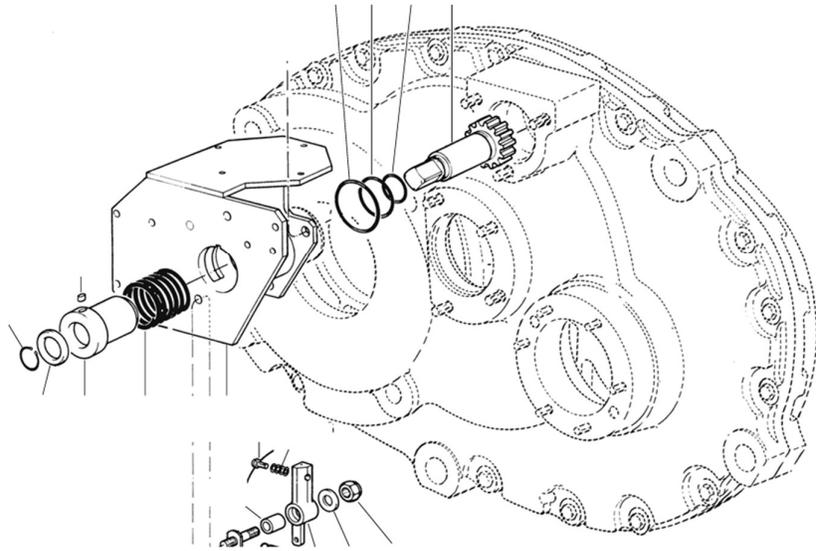
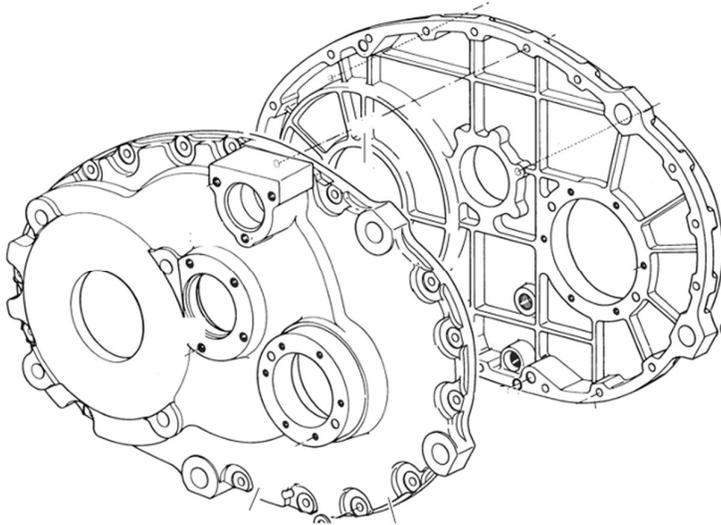


Fig. 3D Views of Elevation Gear Box



**Approx. Size of casing(upper)**

L= 800 mm

W=550 mm

H= 120 mm

**Approx. Size of casing (Lower)**

L= 800 mm

W=550 mm

H= 70 mm

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

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**ANNEXURE 2- COMBINED BILL OF MATERIAL OF ELEVATION GEAR BOX( DRG. NO. 17821618036)**

SlnO	ASSLYDRGNO	CBOM ITEMNO	DRGNO / PN	DESCRIPTION	QTY (Nos)	BHEL MATERIAL CODE	BHEL MATERIAL SPECIFICATION
1	17821618036	0	17821618036	ELEVATION POWER DRIVE ASSY.	1		
2	17821618036	1	47821613114	SHIM	2	AA1071740075	AA10740
3	17821618036	2	p/n 220011621	CIRCLIP FOR SHAFT, 26 DIA	1	W97034201218	
4	17821618036	3	37821613252	LEVER	1	HW1020218860	AA10218
5	17821618036	4	27821562014	MOUNT. DYNAMO TACHOM. M. AXIS	1		
6	27821562014	4-1	P/N 210806483	SPRING WASHER B6.4,IS:3063	3	W97013407160	
7	27821562014	4-2	P/N 210806480	SPRING WASHER B3.2 ,IS:3063	8	W97013407143	
8	27821562014	4-3	37826113024	COMPLETE JOINT	1		
9	37826113024	4-3-1	47826113342	HALF-JOINT	1	DFPW12300233	
10	37826113024	4-3-2	47826113163	PIN	1	AA1070225061	AA10725
11	27821562014	4-4	47826113350	PIN	1	AA1070225061	AA10725
12	27821562014	4-5	137661202	WASHER, CLAMP	3	W97013413011	
13	27821562014	4-6	37826113557	PROTECTION	1		
14	37826113557	4-6-1	37826113558	SLEEVE	1	AA1010208268	AA10108
15	37826113557	4-6-2	37826113559	TILE	1	AA1010408240	AA10108
16	37826113557	4-6-3	47826113560	SUPPORT	3	AA1010408178	AA10108
17	27821562014	4-7	PN: 210004502	HEX SKT HEAD SCREW M3X8	3	W97012792906	
18	27821562014	4-8	214603881	HX HD SCR, M6X12, IS 1364(2)	3	W97012700262	
19	27821562014	4-9	215604504	SKT HD CAP SCR M3X12- SS	4	W97012705396	
20	27821562014	4-10	P/N 212809243	NUT, SLFLKG, M6 UNI7473	4	W97013311103	
21	27821562014	4-11	P/N 212803904,212804094	HX HD SCR, M8X20, IS 1364(2)	1	W97012790270	
22	27821562014	4-12	47826113348	WASHER	1	HW1050273060	HW10573

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23	27821562014	4-13	P/N 220076375	SCREW UNI 5923 M6X6	1	W97012794097	
24	27821562014	4-14	P/N 137661349	SPRING	1	W97015901501	
25	27821562014	4-15	P/N 210863822	WASHER SPR, UNI8840-B6	4	W97013401048	
26	27821562014	4-16	37821562013	COVER STUD BOLTS ASSEMBLY	1		
27	37821562013	4-16-1	27821562101	COVER DYNAMO SIDE	1	DFPW12300527	
28	37821562013	4-16-2	P/N 212865681	STUD C M6X16 IS:1862 -P-8.8	4	W97012802162	
29	27821562014	4-17	215604502	SHCS M3X8, IS2269	1	W97012700394	
30	27821562014	4-18	P/N 230079122	O-RING, MS28775-232	1	W97011201807	
31	27821562014	4-19	210807553	WASHER UNI1751 A8	1	W97013407577	
32	27821562014	4-20	37821562015	H-C ASSEMBLY	1		
33	37821562015	4-20-1	37826118902	COVER	1		
34	37826118902	4-20-1-1	47826118161	COVER	1	DFPW12300411	
35	37826118902	4-20-1-2	47826118162	PLATE	1	DFPW12300268	
36	37821562015	4-20-2	P/N:210002505	HELI-COIL, M6X1X1D	3	W97013502294	
37	27821562014	4-21	PN-137661347	COUPLING SPLINED 37826113347	1	W97050015598	
38	17821618036	5	P/N 137616157	O-RING, MS9021-041	2	W97011202030	
39	17821618036	6	47821613292	LEAF SPRING	1	AA1071740075	AA10740
40	17821618036	7	p/n 212803887	HX, HD SCR M6X25, IS1364(2)	3	W97012703199	
41	17821618036	8	P/N 1276-01-162	WIRE, LKG, MS20995-NC40	1	W97055806038	
42	17821618036	9	47821513229	BUSH	2	W93078200027	
43	17821618036	10	p/n 210806574, 210878244	TAB WASHER A8.4	10	W97013405108	
44	17821618036	11	137616162	BALL BEARING SKF 3209 ATN9	1	W97015301270	
45	17821618036	12	P/N 212803382	HX HD BOLT,M8X40, IS 1364(1)	4	W97012792361	
46	17821618036	13	17821618800	SUPPORT	1		
47	17821618800	13-1	37821618801	WELDED SUPPORT	1		

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48	37821618801	13-1-1	37821613247	PLATE	1	AA1011819090	AA10119
49	37821618801	13-1-2	27821613248	PLATE	1	AA1011819058	AA10119
50	37821618801	13-1-3	37821613249	BUSH	1	AA1010208225	AA10108
51	37821618801	13-1-4	27821613260	PLATE	1	AA1011819058	AA10119
52	37821618801	13-1-5	47821613251	PIN	2	AA1010208071	AA10108
53	37821618801	13-1-6	47821613250	PIN	2	AA1010208080	AA10108
54	17821618036	14	37821613253	LEVER	1	AA1020218142	AA10218
55	17821618036	15	47821513227	SCREW	1	AA1020218088	AA10218
56	17821618036	16	37821613011	GEAR WITH PINION ASSY.	1		
57	37821613011	16-1	PN-137616104	GEAR WHEEL AS PER PN 137616104	1	W97036902418	
58	37821613011	16-2	47822644100	KEY 14X9X36	1	AA1020218118	AA10218
59	37821613011	16-3	PN-137616105	PINION AS PER PN 137616105	1	W97036902426	
60	17821618036	17	P/N 137616254	SPRING	1	W97015901439	
61	17821618036	18	P/N 137616154	O-RING, MS29561-254	1	W97011202021	
62	17821618036	19	47821613115	SHIM	2	AA1071740032	AA10740
63	17821618036	20	P/N 230079129	O-RING, MS28775-239	1	W97011201840	
64	17821618036	21	47820613121	BUTTON, ACTUATOR, SWITCH	1	AA1020218142	AA10218
65	17821618036	22	47821613125	SHIM	2	HW1071740962	AA10740
66	17821618036	23	27821613118	BUSH	1	HW1020218916	AA10218
67	17821618036	24	47821613113	SHIM	1	HW1071740946	AA10740
68	17821618036	25	47821613111	SHIM	1	AA1071740032	AA10740
69	17821618036	26	37821613128	COVER	1	HW1020218916	AA10218
70	17821618036	27	47821613132	BUSH	4	AA1020218150	AA10218
71	17821618036	28	P/N 210878205	WASHER 10.5X21	11	W97013414050	
72	17821618036	29	47820613126	SHIM	6	AA1071740032	AA10740
73	17821618036	30	47821613112	SHIM	1	HW1071740962	AA10740

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74	17821618036	31	P/N 210878204, 212878204	WASHER 8.4X17	6	W97013414042	
75	17821618036	32	P/N 250870010	RING NUT, M50X1.5,SKF KM10	1	W97013306401	
76	17821618036	33	P/N 212809256	NUT, SLFLKG, M20 UNI7473	3	W97013311197	
77	17821618036	34	P/N 230021119	SEAL SM 8010010	1	W97015701693	
78	17821618036	35	P/N 212809339	NUT,SLKG, M10 UNI7474	7	W97013312118	
79	17821618036	36	P/N 250870210	LOCK WASHER 50 DIA ,ISO:2982	1	W97013411094	
80	17821618036	37	17821613021	BOX PREASSEMBLY EGB	1		
81	17821613021	37-1	p/n 212867368	STUD UNI 5917-M10X45-8.8	1	W97012801158	
82	17821613021	37-2	P/N 210863825	WASHER SPR, UNI8840-B10, ZN-NI	35	W97013401056	
83	17821613021	37-3	P/N 210002567, 210602567	HELI-COIL, M8X1.25X2D	3	W97013502219	
84	17821613021	37-4	47821613164	STUD	6	W97012801026	
85	17821613021	37-5	P/N 212867362	STUD UNI 5917 - M10X22 - 8.8	3	W97012802030	
86	17821613021	37-6	PN-137616100	HOUSING OF ELEVATION GEAR BOX	1	W97050015105	
87	17821613021	37-7	p/n 212867336	STUD UNI 5917 M8X30-8.8	6	W97012801085	
88	17821613021	37-8	P/N 212809246	NUT, SLFLKG, M10 UNI7473	18	W97013311120	
89	17821613021	37-9	p/n 212867334	STUD UNI5917-M8X25-8.8	6	W97012801069	
90	17821613021	37-10	PN-137616117	RING DRG. NO. 47821613117	2	W97015903342	
91	17821613021	37-11	PN-137616101	COVER OF ELEVATION GEAR BOX	1	W97050015113	
92	17821613021	37-12	p/n 212867365	STUD UNI 5917-M10X30-8.8	9	W97012801131	
93	17821613021	37-13	p/n 212803406	HX HD BOLT M10X65-8.8	17	W97012702338	
94	17821613021	37-15	47821613116	PIN	2	AA1020218096	AA10218
95	17821618036	38	P/N 220011755	CIRCLIP FOR BORES, 130 DIA	1	W97034202206	
96	17821618036	39	P/N 230021442	WASHER 22X27, CU	2	W97013410047	
97	17821618036	40	PN-210003987	HX HD SCR,M14X45, 8.8	4	W97012790881	
98	17821618036	41	P/N 250870209	LOCK WASHER 45 DIA ,ISO:2982	1	W97013411086	

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99	17821618036	42	47821613262	SECURITY PLATE	4	AA1071740075	AA10740
100	17821618036	43	47821613287	SPACER	1	AA1050201256	AA10501
101	17821618036	44	230023491	PLUG M22 X 1.5	1	W97012903074	
102	17821618036	45	47821613223	PIN	1	AA1050201086	AA10501
103	17821618036	46	P/N 230021100	SEAL SM 659010	1	W97015701677	
104	17821618036	47	PN-137616102	GEAR AS PER PN 137616102	1	W97036902396	
105	17821618036	48	P/N 100201140	PLUG,MAG. M22X1.5; 100201140	1	W97012901055	
106	17821618036	49	37821613149	AIR POCKET CAP	1		
107	37821613149	49-1	47821613151	PLATE	1	AA1011715074	AA10115
108	37821613149	49-2	47821613152	COVER	1	AA1011715090	AA10115
109	37821613149	49-3	47821613150	BODY	1	AA1010208128	AA10108
110	17821618036	50	47821613256	WASHER	1	AA1010208160	AA10108
111	17821618036	51	P/N 230079137	O-RING, MS28775-247	2	W97011201882	
112	17821618036	52	P/N 230021429	WASHER A14X18, DIN 7603	1	W97013410020	
113	17821618036	53	P/N 250870009	RING NUT M45X1.5, FAG-SKF KM9	1	W97013306290	
114	17821618036	54	P/N 137616259	SPRING	2	W97015901447	
115	17821618036	55	P/N 212809242	NUT, SLFLKG, M5 UNI7473	4	W97013311090	
116	17821618036	56	47821613148	PAD	2	AA1020218207	AA10218
117	17821618036	57	PN-157616129	SHAFT SEAL A+P	1	W97011202960	
118	17821618036	58	47821613263	WASHER	3	AA1050201191	AA10501
119	17821618036	59	47821513228	PIN	2	AA1010209132	AA10109
120	17821618036	60	47821613225	LOCK NUT	1	AA1020218169	AA10218
121	17821618036	61	37821613013	SHAFT WITH ECCENTRIC BUSH	1		
122	37821613013	61-1	37821613121	ECCENTRIC SHAFT	1	HW1020218991	AA10218
123	37821613013	61-2	37821613122	BUSH WITH ECCENTRICITY	1	HW1020218932	AA10218
124	37821613013	61-3	47822644030	KEY 6X6X14	1	AA1020218100	AA10218

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125	17821618036	62	47821613153	WASHER	1	AA1010208187	AA10108
126	17821618036	63	PN-137616147	ECCENTRIC BUSH- PN 137616147	1	W97036902434	
127	17821618036	64	47821613123	SHIM	1	AA1071740075	AA10740
128	17821618036	65	37821613258	BUSH	1	DFPW12100099	
129	17821618036	66	37821613127	COVER	1	HW1020218959	AA10218
130	17821618036	67	47821613124	SHIM	1	AA1071740032	AA10740
131	17821618036	68	37826861821	ELEVATION MICRO SUPPORT ASSY.	1		
132	37826861821	68-1	P/N 210878203, 212878203	WASHER 6.4X12.5	3	W97013414034	
133	37826861821	68-2	P/N 212803885	HX HD SCR, M6X20, IS1364(2)	2	W97012790237	
134	37826861821	68-3	P/N 212803881, 212804071	HX HD SCR, M6X12, IS 1364(2)	1	W97012790180	
135	37826861821	68-4	27826761984	ELEVATION MICRO MACHINED PLATE	1		
136	27826761984	68-4-1	27826861819	ELEVATION MICRO WELDED PLATE	1		
137	27826861819	68-4-1-1	47826861421	RIB	2	HW1071740938	AA10740
138	27826861819	68-4-1-2	37826761685	PLATE	1	HW1071740938	AA10740
139	37826861821	68-5	P/N 212809243	NUT, SLFLKG, M6 UNI7473	2	W97013311103	
140	17821618036	69	P/N 230079060	O-RING, MS28775-130	1	W97011201530	
141	17821618036	70	27821613109	BUSHING	1	HW1020218894	AA10218
142	17821618036	71	P/N 212809244	NUT, SLFLKG, M8 UNI7473, 8.8	12	W97013311111	
143	17821618036	72	PN-210004565	SKT HD CAP SCR M5X20 -8.8	4	W97012705388	
144	17821618036	73	P/N 230079194	O-RING, MS28775-329	1	W97011201904	
145	17821618036	74	47821613110	SHIM	1	HW1071740954	AA10740
146	17821618036	75	137605321, 230079072	O-RING, MS28775-142	1	W97011201610	
147	17821618036	76	17821613130	BUSH	1	DFPW12300527	
148	17821618036	77	P/N 210863825	WASHER SPR, UNI8840-B10, ZN-NI	3	W97013401056	
149	17821618036	78	P/N 1376-04-159	O-RING, MS28775-211	1	W97011201203	

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150	17821618036	79	P/N 230079012	O-RING, MS28775-018	1	W97011201351	
151	17821618036	80	47821613126	SHIM	1	HW1071740946	AA10740
152	17821618036	81	27821613119	COVER	1	HW1020218860	AA10218
153	17821618036	82	P/N 212809243	NUT, SLFLKG, M6 UNI7473	11	W97013311103	
154	17821618036	83	47821613165	SPECIAL SCREW	3	AA1050201167	AA10501
155	17821618036	84	P/N 210863824	WASHER SPR, UNI8840-B8	6	W97013401080	
156	17821618036	85	P/N 210863822	WASHER SPR, UNI8840-B6	7	W97013401048	
157	17821618036	86	P/N 230079205	O-RING, MS28775-340	1	W97011201920	
158	17821618036	87	PN-137616255	SHAFT WITH GEAR-137616255	1	W97036902400	
159	17821618036	88	47822644015	KEY 5X5X10	1	AA1020218100	AA10218
160	17821618036	89	127616122	ROLLER BEARING FAG NU215E.TVP2	1	W97015301156	
161	17821618036	90	P/N 212803382	HX HD BOLT, M8X40, IS 1364(1)	4	W97012792361	
162	17821618036	91	PN-137616274	PINION AS PER PN 137616274	1	W97036902388	
163	17821618036	92	47821613261	WASHER	3	HW1050203992	AA10503
164	17821618036	93	17821613129	ECCENTRIC BUSH	1	HW1050201965	AA10501
165	17821618036	94	p/n 250040210	BALL BEARING SKF-6207	2	W97015301415	
166	17821618036	95	P/N 212808701	HX, THIN NUT M8 IS1364(IV)	6	W97013305065	
167	17821618036	96	37821618027	SLEEVE COUPLING	1		
168	37821618027	96-1	PN-157616118	GEAR AS PER PN 157616118	1	W97036902442	
169	37821618027	96-2	37821613108	SPACER	1	HW1050203984	AA10503
170	17821618036	97	47820612515	SPACER	6	AA1071740032	AA10740
171	17821618036	98	P/N 1376-16-224	STAR WASHER, 1376-16-224	1	W97013412040	
172	17821618036	99	P/N 212809246	NUT, SLFLKG, M10 UNI7473	9	W97013311120	
173	17821618036	100	47821613146	PIN	2	AA1020218070	AA10218

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## TECHNICAL DATA SHEET FOR HOUSING AND COVER OF ELEVATION

### GEAR BOX (DRAWING NO.-137616100 and 137616101)

1. Casting to be produced by Low pressure die casting process or Gravity die casting process.
2. No welding is permitted.
3. Material shall be G-AlCu4.5Ag0.70 as per standard AMS-4229 B or latest revision , Treatment T6.  
Heat treatment shall be carried out and report to be submitted.
4. Chemical composition shall be as mentioned in BHEL drawing No. 137616100 and 137616101.
5. Mechanical Properties and hardness value after heat treatment shall be as mentioned in BHEL drawing No. 137616100 and 137616101.
6. Material Test Certificate for chemical and mechanical properties as per BHEL Drawing 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 of each casting as per spec. ASTM E 155. Acceptance criteria shall be as per standard MIL-STD-2175 according to class 2 and grade C . ( Refer table below , column Grade C )

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TABLE 6. Maximum permissible radiographic severity levels for discontinuities in aluminum castings per ASTM E 155. 3/, 4/, 5/

Discontinuity	Grade A		Grade B		Grade C		Grade D	
	Inch 1/4	3/4	Inch 1/4	3/4	Inch 1/4	3/4	Inch 1/4	3/4
Gas holes	None		1	1	2	2	5	5
Gas porosity (round)	None		1	1	3	3	7	7
Gas porosity (elongated)	None		1	2	3	4	5	5
Shrinkage cavity	None		1	NA 2/	2	NA 2/	3	NA 2/
Shrinkage (sponge)	None		1	1	2	2	4	3
Foreign material (less dense material)	None		1	1	2	2	4	4
Foreign material (more dense material)	None		1	1	2	1	4	3
Cracks 1/	None		None	None	None	None	None	None
Cold shuts 1/	None		None	None	None	None	None	None
Surface irregularity 1/	Not to exceed drawing tolerance							
Core shift 1/	Not to exceed drawing tolerance							

1/ No reference radiographic plates available.

2/ Not available, use the 1/4 inch reference radiographic plate thickness with a severity level 2 units greater than the one shown for the 1/4 inch column.

3/ ASTM E 155 Volume I reference radiographic plates.

4/ For feature thicknesses greater than two inches, the 3/4 inch reference radiographic plates may be used.

5/ See table 5 for additional notes that apply to this table.

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 drawing No. 137616100 and 137616101.
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.



## 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 conform to the specifications.



## 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.

**Buyer Added Bid Specific Additional Terms & Conditions (ATC)**

<b>1.</b>	<b>PRE QUALIFICATION CRITERIA: AS PER ENCLOSED PQR CHECKLIST</b>
<b>2.</b>	<b>SCOPE OF SUPPLY: AS PER ANNEXURE - A</b>
<b>3.</b>	<b>PRICE BASIS:</b> Price in INR should be quoted for F.O.R BHEL HEEP HARIDWAR BASIS
<b>4.</b>	<p><b>TAXES &amp; DUTIES:</b></p> <p><b>4.1</b> 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 &amp; services consumed and output goods &amp; 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 <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p><b>4.2 GST (Goods and Services Tax)</b></p> <p><b>4.2.1</b> 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><b>4.2.2</b> The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL &amp; its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL &amp; its Supplier/Vendor.</p> <p><b>4.2.3</b> 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><b>4.2.4</b> 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><b>4.2.5</b> 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><b>4.2.6</b> 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 &amp; 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>

**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.

**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: -

- 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.

**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.

**4.2.10** TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

**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.

**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.

**4.2.13** In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/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.

**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><b>4.2.15</b> 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><b>4.2.16 Variation in Taxes &amp; Duties:</b> 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. 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><b>4.3 Income Tax:</b> <b>TDS/TCS</b> as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p>
5.	<b>MATERIAL DISPATCH CLEARANCE CERTIFICATE: AS PER ENQUIRY</b>
6.	<b>INSPECTION / INSPECTION &amp; TESTING AT SUPPLIERS WORKS: AS PER QAP</b>
7.	<b>DELIVERY PERIOD: AS PER ANNEXURE - A</b>
8.	<b>TRANSIT INSURANCE:</b> Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation.
9.	<p><b>a) PAYMENT TERMS:</b></p> <p>i. <b>FOR NON-MSME BIDDERS:</b> 100% PAYMENT ALONG WITH TAXES, FREIGHT &amp; 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 &amp; MEDIUM ENTERPRISES) (THIS IS IN SUPERSESSION OF 10 DAYS' TIME AS PROVIDED IN CLAUSE 12 OF GEM GTC).</p> <p>ii. <b>FOR MSE BIDDER:</b> FOR MSES (COVERED UNDER MSME ACT), 100% PAYMENT ALONG WITH TAXES, FREIGHT &amp; 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."</p> <p>iii. <b>FOR MEDIUM ENTERPRISES:</b> 100% PAYMENT ALONG WITH TAXES, FREIGHT &amp; 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>

	<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 &amp; 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>b) NO INTEREST PAYABLE TO CONTRACTOR:</b> No interest shall be payable on the security deposit or any other money due to the contractor”.</p>
<p><b>10.</b></p>	<p><b><u>DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL/BILLING DOCUMENTS:</u></b></p> <p>The following documents are required to be sent with material dispatch/Billing Documents:</p> <ul style="list-style-type: none"> <li>• Original Tax Invoice (As per Cl. No. 4 above).</li> <li>• Copy of LR.</li> <li>• GST COMPLIANCE CERTIFICATE</li> <li>• Warranty / Guarantee Certificate.</li> <li>• Certificate of compliance</li> <li>• Test certificates</li> <li>• other documents as per enquiry/PO terms</li> </ul>
<p><b>11.</b></p>	<p><b><u>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION:</u></b></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 style="padding-left: 20px;">Name of the Company - BHARAT HEAVY ELECTRICALS LTD.  Address of the company - BHEL HEEP HARIDWAR  Name of the bank - STATE BANK OF INDIA  Bank branch - SECTOR-5 RANIPUR HARIDWAR BRANCH  City - HARIDWAR  Branch code - 000586  Account Number – 1 0 6 6 7 9 9 5 4 5 8  IFSC code - SBIN0000586</p>
<p><b>12.</b></p>	<p><b><u>EMD:</u></b> Applicable – EMD of <b>Rs 6,00000.00 (Six Lakhs)/-</b> to be submitted.</p> <p><b>12.1</b> 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"> <li>i. EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.</li> <li>ii. The EMD is to be paid only in the following forms (For EMD amount please refer bid): <ol style="list-style-type: none"> <li>a) Electronic Fund Transfer credited in BHEL account (before tender opening).</li> <li>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).</li> <li>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.</li> </ol> </li> </ol>

	<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><b>12.2</b> EMD by the Bidder will be forfeited as per NIT conditions, if:</p> <p>i. 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.</p> <p>ii. 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> <p><b>12.3</b> 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><b>12.4</b> EMD of successful Bidder shall be refunded on conclusion of the order/ receipt of a performance security as mentioned in NIT.</p> <p><b>12.5</b> 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>
<p><b>13.</b></p>	<p><b><u>PERFORMANCE SECURITY:</u></b></p> <p><b>13.1</b> Successful bidder awarded the contract should deposit <b>5% of the contract value</b> as performance security towards fulfilment of all contractual obligations, including warranty obligations.</p> <p><b>13.2</b> 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><b>13.3</b> Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <p>i. 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</p> <p>ii. 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.</p>

- 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.

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.

- 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.

**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.

**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.

**13.6** The Performance Security shall not carry any interest.

**13.7** There is no exemption of Performance security deposit submission for MSE Vendors.

**14. BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

**14.1** The following shall amount to breach of contract:

- 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. 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.

- 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

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.

- 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.
- 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.
- 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.

**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:**

<b><u>Shipping Address as below:</u></b>	<b><u>Billing address as below:</u></b>
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.	<b>GUARANTEE/WARRANTY:</b> WARRANTY/GUARANTEE: 24 MONTHS FROM THE DATE OF DELIVERY AT WORKS OR 18 MONTHS FROM THE DATE OF COMMISSIONING, WHICHEVER IS EARLIER													
17.	<p><b>MICRO AND SMALL ENTERPRISES (MSE):</b> Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1"> <thead> <tr> <th>Type under MSE</th> <th>SC/ST owned</th> <th>Women owned</th> <th>Others (excluding SC/ ST &amp; Women Owned)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><b>Note:</b> 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 &amp; 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><b><u>DIVISION BETWEEN MSE AND NON MSE L1 WILL BE AS BELOW:</u></b> 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>		Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small			
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)											
Micro														
Small														
18.	<p><b>LIQUIDATED DAMAGE:</b> 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. INTEGRITY PACT (IP):**

- 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.

SI. No.	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri R. Mukundan, IRPS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Madan Lal Meena, IAS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

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

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 21 below.*

**20. PREFERENCE TO MAKE IN INDIA:**

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.

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.

**Kindly submit MAKE IN INDIA certificate as per attached format only.**

**PENAL PROVISIONS FOR FALSE SELF DECLARATION OF MII, IN CASE OF CONTRACT MORE THAN RS 10 CRS.**

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.

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.

### **20.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:**

- 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: -
  - 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:
  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.

#### Explanation

- 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.

	<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>
<p><b>21.</b></p>	<p><b>Settlement of Dispute</b></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](http://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 &amp; 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><b>21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></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 &amp; 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 14-122022 as amended from time to time.</p>
<p><b>22.</b></p>	<p><b>JURISDICTION</b></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><b>GOVERNING LAWS</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>

23.

**Force Majeure**

23.1 "Force Majeure" shall mean circumstance which is:

- 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
- And

Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

- 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.

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.

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.

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.

23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- 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.

	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.		
<b>24.</b>	<b>Non-Disclosure Agreement:</b> The bidders shall enter into the Non-disclosure agreement separately. (Format attached).		
<b>25.</b>	<b>Cartel Formation</b> The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines		
<b>26.</b>	<b>Fraud Prevention Policy</b> Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.		
<b>27.</b>	<b><u>Suspension of Business Dealings with Suppliers / Contractors:</u></b> 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 <a href="http://www.bhel.com">www.bhel.com</a> .  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 <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:  <a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>		
<b>28.</b>	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="284 1732 1485 1869"> <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		
<b>29.</b>	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"> <li>a) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li> <li>b) Buyer Added Bid Specific ATC</li> <li>c) GeM Bid Technical Conditions of Contract (TCC)</li> <li>d) GeM GTC</li> </ol>
<p><b>30.</b></p>	<p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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 <a href="http://www.bhel.com">www.bhel.com</a>.</li> <li>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.</li> <li>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 &amp; conditions).</li> <li>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.</li> <li>9. THE PRICE QUOTE BY BIDDER SHOULD BE INCLUSIVE OF GST.</li> <li>10. Vendor to upload/submit DIGITILY signed documents to BHEL B2B portal at the time of supply.</li> <li>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.</li> </ol>

	<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"> <li>• COPY OF PAN CARD</li> <li>• COPY OF GSTIN</li> <li>• COPY OF MSE CERIFICATE</li> </ul> <p>16. The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.</p>
<p><b>31.</b></p>	<p><b>Grievance Redressal Mechanism</b></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"> <li>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.</li> <li>2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a></li> </ol> <p>Responses will be provided in accordance with the defined escalation matrix."</p>
<p><b>32.</b></p>	<p><b>CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS</b></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"> <li>a) They have controlling partner (s) in common; OR</li> <li>b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; OR</li> <li>c) They have the same legal representative/agent for purposes of this bid; OR</li> <li>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</li> <li>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</li> </ol>

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><u>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.</u> 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>
<p><b>33.</b></p>	<p><b>For supply orders placed on Indian Suppliers:</b> Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch &amp; invoice details on BHEL SUVIDHA portal at <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a> , 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>
<p><b>34.</b></p>	<p><b>Enclosure:</b></p> <ul style="list-style-type: none"> <li>• Annexure-A: ITEM DETAILS / SCOPE OF SUPPLY</li> <li>• PQR CHECKLIST</li> <li>• TECHNICAL SPECIFICATION</li> <li>• COMMERCIAL &amp; QUALITY CHECKLIST</li> <li>• NO-DEVIATION CERTIFICATE</li> <li>• Format for Declaration reg. minimum local content in line with revised public procurement</li> <li>• Format for Non-Disclosure Certificate</li> <li>• Format for Proforma of Bank Guarantee for Earnest Money.</li> <li>• Format for Proforma of Bank Guarantee for Performance Security.</li> <li>• Format for Integrity Pact</li> <li>• List of Consortium Bank.</li> </ul>

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


MANUFACTURER/SUBCONTRACTOR		LEGEND:	FOR CUSTOMER USE	APPROVED BY
		! 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		

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**CERTIFICATE OF NO DEVIATION**

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

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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:

**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)**

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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 of .....products 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, THERFORE 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:



1. **PURPOSE:** Purpose to ne 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



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 to regain possession of Confidential Information and prevent its further unauthorized use.

## **14. Survival**



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) <sup>HARIDWAR</sup> shall alone have exclusive jurisdiction in regard to all matters in respect of this agreement.

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 :

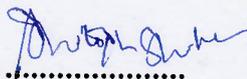
Fax :

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 KR. 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: DY. ENGR.</p>	<p>Signature: .....</p> <p>Name:</p> <p>Designation:</p>

**BOTH SIDED**

**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.

*Ashutosh Shukla*

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: EGT-II/PPX-DABG

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No: .....

Date:

To

NAME

&amp; ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_ hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated ..... valued at Rs..... (Rupees -----)/FC.....(in words.....) for ..... (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ..... (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to .....
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors-**
  - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY****(On non-Judicial paper of appropriate value)****Bank Guarantee No.....****Date.....****To**

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....(Tender Conditions), M/s. .... having its registered office at .....(hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....invited by .....(name of the Employer) through its Unit at .....( The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the .....[Name & address of the Bank] ..... having our Registered Office at .....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.....(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ..... we shall be discharged from all liabilities under this Guarantee.

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to .....
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

<sup>1</sup> *Details of the Invitation to Bid/Notice Inviting Tender*

<sup>2</sup> *Name and Address of the Tenderer*

<sup>3</sup> *Details of the Work*

<sup>4</sup> *Name of the Employer*

<sup>5</sup> *BG Amount in words and Figures*

<sup>6</sup> *Validity Date*

<sup>7</sup> *Date of Expiry of Claim Period*

**Notes:**

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

**4. In Case of Bank Guarantees submitted by Foreign Vendors-****a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)**

can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

**b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

**ANNEXURE – 18****LIST OF CONSORTIUM BANK**

<b>SI. No.</b>	<b>NAME OF THE BANK</b>
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