

Bharat Heavy Electricals Limited

Heavy Equipment Repair Plant

Tarna Shivpur Varanasi-221003 website: https://herp.bhel.com

Enquiry Number: E-RC-312-25-0051-63-1 Date: 21/Apr/2025

Enquiry For Material:-

| SI No | Material Description | Material Code | Quantity | Unit |
|----------|---|---------------|----------|------|
| 1 1 | SEALING RING (HW-174.67) ROUGH M/CD FORGING AS PER DRG. 41120202996 REV.03 WITH MATL. SPECN. HW19391 REV.04 (HWR MATL. CODE-W95311202076) | RV1019419464 | 16.0 | NOS |
| | U-SEALING RING (HW-278.43) ROUGH M/CD FORGING AS PER DRG. 41050124992 REV.03 WITH MATL. HW19391 REV.04 (HWR. MATL. CODE - W95310501452) | RV1019419465 | 10.0 | NOS |
| 3 | SEALING RING (HW-279.77) ROUGH M/CD FORGING AS PER DRG.41050102996 REV.01 WITH MATL. HW19391 REV.04 | RV1019419466 | 14.0 | NOS |
| 4 | ANGLE RING (HW-284.16) ROUGH M/CD FORGING AS PER DRG. 41060118999 REV.03 WITH MATL. SPECN. HW19391 REV.04 (HWR. MATL. CODE-W95310601031) | RV1019419467 | 7.0 | NOS |
| | SEALING RING (HW-293.62) ROUGH M/CD FORGING AS PER DRG. 41120201998 REV.01 WITH MATL. HW19391 REV.04 (HWR. MATL. CODE - W95311202033) | RV1019429789 | 7.0 | NOS |
| | U-SEALING RING (HW-351.26) ROUGH M/CD FORGING AS PER DRG. 41050119502 REV.01 WITH MATL. HW19391 REV.04 (HWR. MATL. CODE - W95310501088) | RV1019430708 | 3.0 | NOS |
| | FORGING FOR RING VAR.01 (HW-391.37) ROUGH M/CD FORGING AS PER DRG. 31060656998 REV.00 WITH MATL HW19391 REV.04 (HWR MATL. CODE W95310606033) | RV1019432903 | 4.0 | NOS |
| 8 | FORGING FOR RING VAR.02 (HW-391.38) ROUGH M/CD FORGING AS PER DRG. 31060656998 REV.00 WITH MATL. AS PER SPECN. HW19391 REV.04 | RV1019432904 | 2.0 | NOS |
| 9 | FORGING FOR SEALING RING (HW-396.48) ROUGH M/CD FORGING AS PER DRG 41053056999 REV.01 WITH MATL. HW19391 REV.04 | RV1019433573 | 2.0 | NOS |
| 10 | FORGING FOR (HW-398.66) ROUGH M/CD FORGING AS PER DRG 31052556995 REV.00 WITH MATL. HW19391 REV.04 | RV1019435125 | 2.0 | NOS |
| 11 | FORGING FOR (HW-398.67) ROUGH M/CD FORGING AS PER DRG 31052556997 REV.00 WITH MATL. HW19391 REV.04 | RV1019435126 | 2.0 | NOS |
| 12 | FORGING FOR SEALING RING (R/MCD) (HW-169.15) AS PER DRG. HW-169.15.FORGING WITH MATL. HW19391 REV.04 | RV1019435248 | 21.0 | NOS |
| 13 | U SEALING RING (HW-169.12) ROUGH M/CD FORGING AS PER DRG. 31050109992 REV.01 WITH MATL. HW19391 REV.04 (HWR MATL. CODE - W95310501223) | RV1930191014 | 22.0 | NOS |
| 14 | U SEALING RING (HW-169.17) ROUGH M/CD FORGING AS PER DRG. 41050109990 REV.01 WITH MATL. HW19391 REV.04 (HWR MATL. CODE - W95310501304) | RV1930191022 | 56.0 | NOS |
| | SEALING RING (HW-172.36.F) ROUGH M/CD FORGING AS PER DRG. 41050119501 REV.02 WITH MATL. HW19391 REV.04 (HWR CODE - W95310514031) | RV1930191030 | 5.0 | NOS |
| 16 | U-SEALING RING (HW-259.12) ROUGH M/CD FORGING AS PER DRG.41051424999.F REV.00 WITH MATL. HW19391 REV.04 (HWR. MATL. CODE-W95310514163) | RV1930191049 | 27.0 | NOS |
| 17 | ROUGH M/CD FORGING FOR RING (HW-169.25.F) ITEM AS PER DRG. 31061227999 REV.03 WITH MATL. HW19391 REV.04 (HWR CODE - W95310612050) | RV1930191065 | 14.0 | NOS |
| | SEALING RING (HW-174.68) ROUGH M/CD FORGING AS PER DRG. 41120209999 REV.02 WITH MATL. HW19391 REV.04 (HWR MATL. CODE - W95311202092) | RV1930191073 | 61.0 | NOS |
| 19 | ROUGH MACHINED FORGING FOR ANGLE RING (HW-398.24) ITEM AS PER AS PER DRNG. 41061201996 REV.01 WITH MATL. HW19391 REV.04 | RV95310612041 | 2.0 | NOS |

Remarks

(A) SCOPE OF SUPPLY:

- 1. THIS ENQUIRY HAS BEEN RAISED FOR ENTERING INTO FRAMEWORK AGREEMENT WITH VENDOR FOR R/MCD FORGING (NIMONIC STEEL). ITEM QUANTITY MENTIONED IN THE INDENT IS TENTATIVE & IT MAY DECREASE/INCREASE AS PER OUR FINAL REQUIREMENT.
- 2. RATES OF ITEMS AGAINST FA WILL BE FIRM & VALID FOR ORDERING FOR A PERIOD OF 1 YEAR FROM THE DATE OF AGREEMENT (1 YEAR FROM THE DATE OF FA FOR ORDERING AND NOT FOR SUPPLY i.e. SUPPLY MAY GO BEYOND 1 YEAR OF FA ALSO). PRICE VARIATION CLAUSE (PVC) IS NOT ACCEPTABLE.

3. FA QTY AGAINST EACH ITEM IS INDICATIVE ONLY. PO WILL BE PLACED BASED ON ACTUAL REQUIREMENT.

(B) SUPPLY CONDITION

- 1. MATERIAL TO BE SUPPLIED AT BHEL HERP STORES.
- 2. PRE-DESPATCH INSPECTION WILL BE CARRIED OUT AS PER QUALITY PLAN RV/C&F/95 REV.00 AT PARTY'S WORKS BY BHEL REPRESENTATIVE.FOR REVISION OF DRAWING/STANDARD/SPECIFICATION, PLEASE REFER THE ATTACHED DOCUMENT NO. "IND202412436", DURING INSPECTION.

(C) TECHNICAL DELIVERY CONDITION

- 1.FORGING TO BE SUPPLIED IN ROUGH MACHINED CONDITION AS PER DRG. MENTIONED AGAINST ITEM.
- 2.THE MATERIAL SHOULD BE STRICTLY AS PER SPECN. HW19391
- 3.DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER DRG.
- 4.TECHNICAL REQUIREMENTS MENTIONED IN THE DRG. TO BE FOLLOWED STRICTLY.
- 5.DIMENSION REPORT IS REQUIRED.
- (D) TEST CERTIFICATE : REQUIRED FOR CHEMICAL & MECHANICAL PROPERTIES, HARDNESS, UST, DP TEST AS MENTIONED IN MATERIAL SPECIFICATION.
- (E) GUARANTEE/WARRANTY CERTIFICATE : REQUIRED FOR 24 MONTHS AGAINST ANY MANUFACTURING DEFECTS
- (F) PACKING INSTRUCTIONS: ITEM TO BE SUPPLIED IN PROPERLY PACKED CONDITION IN WOODEN BOX OF 1" THICK PLANK WITH 1.5"X4" BKTS. AFTER WRAPPING THE ITEM IN WEATHER PROOF PACKING.
- (G). DELIVERY PERIOD IS 06 MONTHS FROM THE DATE OF PO. HOWEVER EARLY DELIVERY IS ACCEPTABLE.
- (H) TENDER WILL BE EVALUATED ITEM WISE i.e. L1 WILL BE DECIDED FOR EACH INDIVIDUAL ITEM AND NOT ON TOTALITY BASIS.
- (I) REVERSE AUCTION SHALL BE CARRIED OUT. BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO? COMMERCIALLY QUALIFIED BIDDERS. PRICE BIDS OF ALL TECHNO? COMMERCIALLY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IN RA. IN CASE ANY BIDDER(S)DO (ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING.
- (J) BEING AN OPEN TENDER VENDORS HAVE TO SUBMIT THE DULY FILLLED, SIGNED & STAMP COPY OF PQR ALONG WITH ALL RELATED DOCUMENTS.
- (K) VENDORS HAVE TO SUBMIT THE DULY FILLLED, SIGNED & STAMP COPY OF INTEGRITY PACT ATTACHED WITH THE ENQUIRY.
- (L) EXCEPT MICRO AND SMALL ENTERPRISES (MSEs), STARTUPS AS RECOGNIZED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIIT) AND CENTRAL/STATE PSUS/GOVERNMENT DEPTTS/AUTONOMOUS/EDUCATIONAL/RESEARCH INSTITUTIONS, OTHER BIDDERS HAVE TO SUBMIT THE EMD AMOUNT OF Rs. 40,00,000.
- (M) EXCEPT CENTRAL/STATE PSUS/GOVERNMENT DEPTTS/AUTONOMOUS/EDUCATIONAL/RESEARCH INSTITUTIONS, OTHER BIDDERS HAVE TO SUBMIT THE PERFORMANCE SECURITY FOR 10% OF THE CONTRACT VALUE FOR THE PERIOD OF 33 MONTHS FROM THE DATE OF AWARD OF CONTRACT.
- (N) ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER ATTACHED GTC.

PQR (Turbine Spares)

| | PQR Ref No: PQR/24-25/ Turbine Spares | Date: 23.08.2024 |
|---------|---|--------------------------------|
| | Rev No: 00 | Review Date: |
| | | 23.08.2024 |
| | PQR Revision Date: | |
| | | 0 1: / |
| SI. No. | BHEL Terms | Supplier's ComplianceYES/NO |
| 1 | Offers are accepted from: | Compnance (E3/NO |
| | Only Manufacturer's Offers shall be considered for the Tender Enquiry. | |
| | Supplier shall give list of In-House Facilities: | |
| 2.a | Vendor shall have in-House necessary Manufacturing facilities required for manufacturing and | |
| | supply of the item's as per driig/spec | |
| | BHEL reserves right to visit the Works of the Manufacturer for Physical verification of the | |
| 2.b | Manufacturing facilities (as declared by them) and assessment of their Quality systems during | |
| 3 | Technical Evaluation of the Offers. Experience: | |
| | | |
| | Bidders shall submit the necessary documents proving their Experience in Supplying same or | |
| | similar nature items to any Power Plant equipment Manufacturer (OEM- Original Equipment | |
| 3.a | Manufacturer) (worldwide or within India) in last three years from the date of Enquiry. | |
| | Documentary evidances to be submitted in the form of Customer's Purchase Order copies / Matl.Acceptance Report and item drawings/specs Documentary evidences submitted shall strictly | |
| | meet all the technical requirement of the NIT. | |
| | meet an the teamical requirement of the Wil. | |
| | BHEL reserves right to verify the details from the Bidder's customers based on Documents | |
| 3.b | submitted as a part of past experience.BHEL may ask for other relevant documents in line with | |
| | above to review the capacity and capability of vendor with respect to enquired items. | |
| 4 | Manufacturing Process Plan: | |
| 4.a | Bidders shall submit detailed Manufacturing process Plan along with the Technical Offer. | |
| | Financial Capability: | |
| - 5 | Turn Over:- Turn over of Non-MSe vendors should be minimum 100% of tender value. Relaxation | |
| 5 2 | for MSe vendors/ Notified Start-UPs on turn over will be as per MSME guidelines. UDYAM | |
| J.a | certificate will be required for MSe status. | |
| | Applicable only for Non-Mse vendors: | |
| | Application of the most reliable. | |
| | Audited balance Sheet and Profit and Loss account Statement of last three consecutive year (with | |
| | UDIN) required along with part-1 bid. Or A CA Certified Consolidated summary (with UDIN) for last | |
| 5.b | 3 consecutive years having annual turn over and Profit and Loss to be enclosed along with Part-1 | |
| | bid . | |
| | | |
| | For Vendors having Turn over less than 1 crore in any of the financial year, CA certified Financial | |
| | Turn over and Profit Loss (with UDIN) may be accepted for that year only. After placement of Purchase Order, Vendor shall submit Material Test Certificate before | |
| 6 | dispatching the Material to BHEL, for review and Dispatch clearance. | |
| | wispatering the Material to Brief, for review and Dispateri clearance. | |

Note-1: Non Submission of the above requested documents/non compliance to the above points will result in rejection of the Offers without further Notice/Intimation to the Bidder and no correspondance will be entertained at later date.

Note-2: "Similar items" means items having same/similar manufacturing process, similar nature of use of item as that of enquired items etc.

ITEM DESCRIPTION: ENQUIRY NO:

| SI No | BHEL STANDARD TERMS &CONDITIONS | Confirmation of supplier (Yes/No) |
|----------|---|---|
| 1 | A) OFFER MUST BE SUBMITTED IN TWO PART BID SYSTEM NAMELY TECHNO-COMMERCIAL BID & PRICE BID FOR THE ITEM AS PER ENQUIRY IN SEPARATE SEALED COVERS: (I) TECHNO – COMMERCIAL BID & (II) PRICE BID SHOULD BE CLEARLY SUPERSCRIBED THE ENQUIRY NO. AND DUE DATE ON THE ENVELOPES. (B) UN-PRICED OFFER WITH TECHNICAL BID IS REQUIRED TO BE FURNISHED BY THE VENDOR. TECHNICAL OFFER SHOULD CLEARLY REFLECT AT LEAST OUR MATERIAL CODE, ITEM DESCRIPTION & QUANTITY. (C) THE DIFFERENCE BETWEEN "UN-PRICED OFFER" AND "PRICED OFFER" SHOULD BE ONLY THE PRICES WHEREVER APPLICABLE. THE RATES AND AMOUNT SHOULD BE CLEARLY WRITTEN IN FIGURES AND WORDS BOTH WITHOUT ANY CUTTING / OVERWRITING. (D) IMPORTANT POINT FOR VENDOR WHO HAVE NOT SUBMITTED THE SRF (SUPPLIER REGISTRATION FORM) SO FAR: THE VENDORS, WHO HAVE NOT SUBMITTED THE SRF SO FAR, MUST SUBMIT THE SAME ALONG WITH PART-1 BID. THE SRF TO BE DOWNLOADED FROM WWW.BHEL.COM OR https://herp.bhel.com . | |
| 2 | BID SHOULD BE FREE FROM CORRECTION, OVERWRITING, USING CORRECTIVE FLUID, ETC. ANY INTERLINEATION, CUTTING, ERASURE OR OVERWRITING SHALL BE VALID ONLY IF THEY ARE ATTESTED UNDER FULL SIGNATURE(S) OF PERSON(S) SIGNING THE BID ELSE BID SHALL BE LIABLE FOR REJECTION. | |
| 3 | YOUR TECHNO COMMERCIAL BID SHOULD MENTION THAT PRICE BID HAS BEEN SENT IN A SEPARATE ENVELOPE GIVING ITS REFERENCE. | |
| 4 | VENDOR TO ENSURE THAT ITEM & QUANTITY MENTIONED IN THE OFFERS ARE EXACTLY SAME AS PER ENQUIRY. IF ANY DEVIATION IS THERE PARTY MUST MENTION SPECIFIC HEREWITH OTHERWISE BHEL SHALL CONSIDER THAT ITEM & QUANTITY AS REQUIRED IN ENQUIRY. | |
| 5 | PLEASE MAKE SURE THAT THERE IS NO DISCREPANCY IN BETWEEN ACCEPTED TERMS & CONDITIONS MENTIONED IN THE CHECK LIST AND QUOTATION SUBMITTED BY VENDOR AND IF FOUND SO THEN THE TERMS & CONDITIONS WHICH ARE BENEFICIAL TO BHEL WOULD ONLY BE CONSIDERED. | |
| 6 | THE TENDER RECEIVED AFTER 14:00 HRS ON THE DUE DATE WILL NOT BE CONSIDERED. | |
| 7 | PART-I CONTAINING THE TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DATE AND TIME SPECIFIED IN THE ENQUIRY, IN THE PRESENCE OF THOSE TENDERERS WHO WISH TO ATTEND. PART-II i.e., PRICE BID WILL BE OPENED ONLY OF THOSE BIDDERS WHO ARE FOUND TECHNO-COMMERCIALLY SUITABLE AFTER SCRUTINY OF THEIR PART-I OFFERS. | |
| 8 | NO REVISED OFFERS WILL BE ACCEPTED UNLESS ASKED BY BHEL AFTER OPENING OF PART-1 BID IN ANY CASE. | |
| 9 | THE RATE OF GST SHOULD BE CLEARLY MENTIONED IN THE OFFER. | |
| 10 | VALIDITY OF OFFER SHOULD BE MINIMUM 90 DAYS FROM THE DATE OF TECHNO - COMMERCIAL BID OPENING OR 60 DAYS FROM THE REVERSE AUCTION DATE. | |
| 11 | BHEL RESERVES THE RIGHT TO REJECT THE OFFER, WHICH IS HAVING DEVIATIONS TO THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY. | |
| 12 | PRICING TERMS: PRICES ONCE QUOTED SHALL REMAIN FIRM WITHIN THE VALIDITY OR ANY EXTENSION THEREOF FOR PLACEMENT OF ORDER, TILL COMPLETE EXECUTION OF THE ORDER, WITHOUT ANY ESCALATION/INCREASE FOR ANY REASON, WHATSOEVER, UNLESS SPECIFICALLY PROVIDED FOR IN THE ENQUIRY & PO. IN CASE OF FOREIGN VENDORS, THE QUOTED PRICE SHALL BE TAKEN AS INCLUSIVE OF THIRD PARTY INSPECTION AND TESTING CHARGES AS CALLED FOR IN THE NIT. | |
| 13 | BID EVALUATION: UNLESS SPECIFIED IN THE TENDER, VENDOR MUST NOTE THAT BHEL WILL ARRIVE THE L1 STATUS FOR EACH ITEM ON LANDED COST BASIS. ACCORDINGLY, ORDER SHALL BE PLACED ON LOWEST BIDDER ON INDIVIDUAL ITEM BASIS ONLY, UNLESS BHEL ASK FOR TERMS OTHER THAN THIS ON EXCEPTION BASIS. IN THE COURSE OF EVALUATION, IF MORE THAN ONE BIDDER HAPPENS TO OCCUPY L-1 STATUS, EFFECTIVE L-1 WILL BE DECIDED BY SOLICITING DISCOUNTS FROM THE RESPECTIVE L-1 BIDDERS. IN CASE MORE THAN ONE BIDDERS HAPPENS TO OCCUPY THE L-1 STATUS EVEN AFTER SOLICITING DISCOUNST, THE L-1 BIDDER SHALL BE DECIDED BY A TOSS/DRAW OF LOTS, IN THE PRESENCE OF THE RESPECTIVE BIDDER(S) OR THEIR REPRESENTATIVE(S). RANKING WILL BE DONE ACCORDINGLY. BHEL'S DECISION IN SUCH SITUATION SHALL BE FINAL AND BINDING. | |
| 14 | TERMS OF DELIVERY: I. FOR INDIGENOUS SUPPLIERS: THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED. | |
| 15 | IF ANY INDIAN SUPPLIERS ARRANGE SUPPLY FROM FOREIGN PRINCIPLES/WORKS, TERMS OF DELIVERY SHOULD BE QUOTED ON CIF INPT MUMBAI (INDIA) SEA PORT BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO INPT MUMBAI (INDIA) SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM JNPT MUMBAI SEAPORT/MUMBAI AIRPORT TO BHEL VARANASI FOR EACH ITEM WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION. | |
| 16 | INSURANCE CHARGES SHALL BE TO VENDOR'S ACCOUNT ONLY IF PRICE QUOTED ON BHEL HERP STORES BASIS. IN CASE PRICE QUOTED IS ON CIF JNPT MUMBAI BASIS/ CFR MUMBAI AIRPORT BASIS, INSURANCE UP TO CIF JNPT MUMBAI/MUMBAI AIRPORT SHALL BE IN VENDOR ACCOUNT. | |
| 17 | PAYMENT TERMS: I.FOR MSEs VENDORS: 100% AGAINST SRV WITHIN 45 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. II.FOR MEDIUM ENTERPRISES VENDORS: 100% AGAINST SRV WITHIN 60 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. III. FOR NON- MSME: 100% AGAINST SRV WITHIN 90 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. IV.BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: - PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS. PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS: (A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL. (B) FILING OF GST RETURN (C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC IN GSTR-2B ON GSTN PORTAL. NOTE: 1. PAYMENT WILL BE MADE AFTER ACCEPTANCE OF MATERIAL. 2. ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE. 3. IF ANY SUPPLIER FALLS UNDER "NON MSE" OR "NON MEDIUM" CATEGORY, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSME SUPPLIER PAYMENT | |
| 18 | WITHOUT ANY INTIMATION. LOADING OF PAYMENT TERM: IN CASE OF DEVIATION, LOADING OF INTEREST RATE @SBI MCLR RATE + 6% (AS ON PART-1 OPENING DATE) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BHEL. | |
| 19 | LIQUIDATED DAMAGES/ LATE DELIVERY (LD) PENALTY CLAUSE: SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES & DUTIES. NO GRACE PERIOD SHALL BE GIVEN. | |
| 20 | LOADING OF LIQUIDATED DAMAGES (LD): DEVIATION TO ABOVE STANDARD PENALTY CLAUSE, MAXIMUM LOADING OF 10% (IN CASE OF NON ACCEPTANCE OF LD CLAUSE) OR PART THEREOF (IN CASE OF PART ACCEPTANCE OF LD) SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL. LOADING OF DELIVERY TERM: FURTHER IF DEVIATION IS FOUND IN THE ACCEPTED DELIVERY TERM AS WELL AS ACCEPTED PENALTY TERM, SUITABLE LOADING BASED ON TRANSPORTATION TIME TO BE TAKEN SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL HERP STORES WHICH MAY BE AS BELOW: (i) 1% OF THE BASIC COST FOR INDIAN SUPPLIERS, | |

GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY (FOR INDIAN VENDORS)

Amendment- 25

| | ANNEXURE-A | |
|----|---|--|
| 21 | DELIVERY PERIOD: VENDOR SHOULD STRICTLY QUOTE THE DELIVERY PERIOD AS MENTIONED IN NIT. | |
| 22 | IF ANY VENDOR DOES NOT SUPPLY THE ITEM WITHIN THE PURCHASE ORDER DELIVERY PERIOD, BHEL MAY/MAY NOT ACCEPT THE SUPPLY AT ITS SOLE DISCRETION. | |
| | BANK GUARANTEE: THE COST OF BHEL FREE ISSUE MATERIALS PER SET/PER ASSEMBLY AND TOTAL COST OF FIM FOR THE ENQUIRY ARE MENTIONED IN NIT. | |
| | IN THIS REGARD: 1 (a). PARTY WILL HAVE TO SUBMIT EQUAL AMOUNT OF SECURITY DEPOSIT (IN THE FORM OF 10% BG/FDR/DD/CHEQUE/BANK TRANSFER AND 90% INDEMNITY BOND) TOWARDS THE COST OF BHEL MATERIALS TO BE ISSUED TO THEM BEFORE THE ISSUE OF BHEL MATERIALS TO THEM. AT ANY POINT OF TIME, PROPORTIONATE SECURITY DEPOSIT OF TOTAL/CUMMULATIVE MATERIAL VALUE SHOULD BE MAINTENED. | |
| | (b) IN CASE OF TRIAL/DEVELOPMENTAL ORDER, PARTY WILL HAVE TO SUBMIT 30% BG/FDR/DD/CHEQUE/BANK TRANSFER AND 70% INDEMNITY BOND TOWARDS THE COST OF BHEL FIM. | |
| .3 | 2. BHEL MAY ASK THE SUPPLIER FOR SUBMISSION OF FULL SECURITY DEPOSIT AMOUNT OR PART DEPENDING UPON THE AVAILABILITY OF FREE ISSUE MATERAILS AT OUR END. | |
| | 3. PARTY MUST HAVE TO SUBMIT THE SAME WITHIN 02 WEEK TIME FROM THE DATE OF WRITTEN INTIMATION BY BHEL WITHOUT FAIL OTHERWISE IT WOULD TREATED AS FAILURE OF HONOURING PO TERMS AND ACCORDINGLY BHEL MAY CANCEL THE PURCHASE ORDER AND INITIATE ALTERNATE PROCUREMENT ACTION AT SUPPLIER RISK & COST. | |
| | 4. IN CASE OF ABSENCE OF DESIRED SECURITY DEPOSIT AT BHEL END AND ALSO NON RESPONSE OF POINT NO. 03 AS ABOVE, I. BHEL MAY HOLD THE PENDING PAYMENTS OF SUPPLIER AVAILABLE AT BHEL ON THEIR CONSENT. | |
| | II. IF NO PAYMENT IS PENDING AT BHEL END, ACTION FOR ALTERNATE PROCUREMENT ACTION MAY BE INITIATED. 5. THE FORMAT OF BG AND IB SHALL BE PER ATTACHED ANNEXURE-BG/FIM AND IB-FIM RESPECTIVELY. | |
| 24 | TRANSPORTATION CHARGES FOR SENDING BHEL FREE ISSUE MATERIALS (FIM) TO THE PARTY WORKS WILL BE BORNE BY BHEL ONLY. THE FREIGHT CHARGES FOR SENDING THE BHEL FIM FROM HERP STORES TO PARTY'S WORK FOR EACH ITEM WILL BE LOADED AS PER BHEL TRANSPORT CONTRACT AT THE TIME OF TOTAL LANDED COST CALCULATION. HOWEVER, VARANASI/LOCAL BASED VENDORS WILL LIFT THE FIM FROM BHEL STORES AND BORNE ITS TRANSPORTATION CHARGES. | |
| 25 | IF BHEL ISSUES FREE ISSUE MATERIALS TO THE SUPPLIER, IT MUST BE RETURNED WITHIN THE TIME LIMIT AS PRESCRIBED IN GST LAW (PRESENTLY 01 (ONE) YEAR FROM THE DATE OF FREE ISSUE DATE) TO COMPLY THE GST RULES. IF ANY VENDOR DOES NOT RETURN THE BHEL FREE ISSUE MATERIALS AS MENTIONED ABOVE, THE FINANCIAL IMPLICATION ON ACCOUNT OF THIS, IF ANY, SHALL BE RECOVERED FROM THE PARTY BILLS. | |
| | REVERSE AUCTION: BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON <u>WWW.BHEL.COM</u>) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS. | |
| 26 | PRICE BIDS OF ALL TECHNO-COMMERCIALLY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IN RA. IN CASE ANY BIDDER(S) DO (ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING. | |
| 7 | IF ANY OF THE VENDORS DO NOT ACCEPT THE ABOVE POINT MENTIONED AT SL. NO. 26, THEIR OFFER MAY BE LIABLE FOR REJECTION WITHOUT INTIMATION. | |
| 28 | RISK PURCHASE: IN CASE OF DELAY IN SUPPLIES/ DEFECTIVE SUPPLIES/NON EXECUTION OF PURCHASE ORDER ETC. (FOR DETAILS, REFER GUIDELINES FOR RISK PURCHASE), BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK & COST OF SUPPLIER.BHEL MAY ALSO MANUFACTURE THE ITEM IN-HOUSE IN PART OR FULL DEPENDING UPON THE URGENCY OF THE ITEM. | |
| | GUIDELINES FOR RISK PURCHASE IS AVAILABLE ON BHEL WEBSITE "https://herp.bhel.com" at "Notice". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS GUIDELINE BEFORE SUBMITTING THEIR OFFER AGAINST BHEL, HERP TENDER ENQUIRIES. IN CASE RISK PURCHASE IS APPLIED, BHEL SHALL TAKE ACTION AGAINST THE NON-PERFORMING AND/OR DEFAULTING SUPPLIERS/ CONTRACTORS IN LINE WITH THIS GUIDELINE ONLY. | |
| 29 | BHEL MAY SHORT CLOSE/CANCEL AN ORDER AT ANY TIME DURING THE CURRENCY OF THE CONTRACT/PO IRRESPECTIVE OF THE PO DELIVERY DATE, IF (I) THE WORK PROGRESS OF THE VENDOR IS POOR, OR (II) THE DELIVERY REQUIREMENT OF THE ITEM IS VERY CRITICAL & NOT BEING MET BY THE VENDOR ON WHICH ORDER HAS BEEN PLACED, OR | |
| 30 | (III) THERE IS NO RESPONSE FOR IMPROVEMENT IN DELIVERY AS PER BHEL REQUIREMENT, THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. | |
| 31 | THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com RESERVATION RIGHTS OF BHEL: – BHEL RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS WITHOUT ASSIGNING ANY REASONS THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. VENDORS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITIES WITHOUT ANY EXTRA | |
| | CHARGES. VENDOR SHOULD ALSO BE PREPARED FOR GIVING DISCOUNT IN CASE OF INCREASE IN QUANTITY. | |
| 2 | NON-DISCLOSURE AGREEMENT: ALL DRAWINGS AND STANDARDS ARE PROPRIETARY OF BHEL. IT MUST NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY. ALL SUPPLIERS SHALL FURNISH NDAS (NON-DISCLOSURE AGREEMENT) AGAINST USE OF DOCUMENTS FURNISHED BY BHEL TOWARDS UN-AUTHORIZED USE EXCEPT FOR THE PURPOSE IT HAS BEEN FURNISHED. | |
| | A. SETTLEMENT OF DISPUTES & ARBITRATION: I.ALL QUESTIONS/INTERPRETATIONS REGARDING SUBJECT MATTER OF THE CONTRACT SHALL BE DECIDED BY THE BHEL ON THE REQUEST OF THE VENDOR AND THE DECISION OF THE BHEL SHALL BE FINAL. | |
| 33 | II.IN CASE OF DISPUTE, STEPS SHALL BE TAKEN BY THE PARTIES TO THE CONTRACT TO SETTLE THE SAME THROUGH NEGOTIATIONS. III.IN CASE, DISPUTE IS NOT SETTLED IN NEGOTIATIONS, IT SHALL BE REFERRED TO CONCILIATOR APPOINTED BY THE COMPETENT AUTHORITY OF THE BHEL. THE CONCILIATION PROCEEDINGS WITH RESPECT TO A DISPUTE AS DEFINED IN THE BHEL CONCILIATION SCHEME, 2018 AND SUBSEQUENT REVISIONS CAN BE INITIATED UNDER THE SCHEME AT ANY STAGE WHETHER BEFORE, DURING OR EVEN AFTER THE COMMENCEMENT OF ARBITRATION PROCEEDINGS OR LITIGATION BEFORE COURTS. THIS CONCILLIATION SCHEME IS AVAILABLE ON OUR WEBSITES https://herp.bhel.com/AND_www.bhel.com/. | |
| | IV.IN CASE DISPUTE IS NOT SETTLED IN CONCILIATION PROCEEDINGS, THE SAME SHALL BE REFERRED TO ARBITRATION AS PER CORPORATE GUIDELINES OF THE BHEL AND THE ARBITRATION PROCEEDING SHALL BE CONDUCTED AS PER PROVISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996 READ WITH CORPORATE GUIDELINE AS AMENDED FROM TIME TO TIME. V.THE VENDOR SHALL CONTINUE TO PERFORM THE CONTRACT, PENDING SETTLEMENT OF DISPUTE(S). | |
| | B.JURISDICTION: ALL DISPUTES OR DIFFERENCES ARISING OUT OF OR IN CONNECTIONS WITH THE CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT AT VARANASI (U.P.) ONLY. | |
| 4 | SPECIAL NOTE FOR BIDDERS: THE QUOTATION SHOULD BE FROM PRINCIPAL / ORIGINAL EQUIPMENT MANUFACTURER ONLY. THE OFFER OF THOSE OEM, AUTHORISING THEIR TRADER / DEALER / DISTRIBUTOR TO QUOTE AND TAKE ORDER IS LIABLE FOR DISQUALIFICATION. SINCE BHEL PREFER TO DEAL DIRECTLY WITH OEM AND NOT THROUGH DEALER / TRADER / DISTRIBUTOR OF OEM, THEREFORE, OEM MUST DIRECTLY QUOTE, TAKE ORDER AND DELIVER THE MATERIAL UNDER THEIR GUARANTEE / WARRANTEE. | |
| | I. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND ADDRESSED TO DGM (FINANCE) AND SAME SHALL BE DISPATCHED TO MM DEPTT. BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYMENT PURPOSE: a) 05 (FIVE) COPIES OF GST INVOICES b) COPY OF GR/RR. | |
| | c) TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY). | |
| 35 | II. FURTHER TO ABOVE, 02 (TWO) COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUMENTS AT SL. NO. I FOR INDIAN SUPPLIERS (UNDER THIS CLAUSE) SHALL BE SENT FOR PURCHASE AND QUALITY DEPARTMENTS. ORIGINAL COPIES OF TC, GC, PDI REPORTS & OTHER QUALITY PAPERS SHALL BE ATTACHED IN THE SET OF DOCUMENTS FOR QUALITY DEPARTMENTS. | |
| | III. THE VENDOR SHOULD PROVIDE BILLS & OTHER DOCUMENTS COMPLETE IN ALL RESPECT AS PER PURCHASE ORDER ALONGWITH DESPATCH OF MATERIALS. BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS IN ONE GO. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIETLY.ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETELY TO VENDOR. | |
| | IV. DIGITALLY SIGNED INVOICE IS ALSO ACCEPTABLE FOR PROCESSING OF PAYMENT. | |

GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY (FOR INDIAN VENDORS)

Amendment- 25

| | ANNEXURE-A | |
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| 36 | THE VENDOR SHALL ENSURE THAT THEIR BANK DETAILS ARE UPDATED WITH US FOR TIMELY PAYMENT THROUGH EFT (ELECTRONICS FUND TRANSFER). | |
| 37 | GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS: THE REVISED GUIDELINES FOR SUSPENSION OF BUSSINESS DEALINGS ARE AVAILABLE ON BHEL WEBSITE AT "www.bhel.com" on "SUPPLIER REGISTRATION PAGE". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS BEFORE QUOTING AS PER THEIR REQUIREMENT. ACTION AGAINST THE DEFAULTED SUPPLIERS/ CONTRACTORS' SHALL BE TAKEN AS PER THESE GUIDELINES ONLY. | |
| 38 | VENDOR MUST FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE i.e. ITEMS TO BE SUPPLIED IN SUCH A MANNER THAT THE PURCHASE ORDER HAVING OLDER DELIVERY SCHEDULE SHOULD BE SUPPLIED EARLIER AND PURCHASE ORDER HAVING LATTER DELIVERY SCHEDULE TO BE SUPPLIED LATTER. IF ANY VENDOR DOES NOT FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE ESPECIALLY FOR SAME ITEM, BHEL MAY ACCOUNT FOR THE ITEM IN SEQUENTIAL MANNER OR MAY RECOVER THE FINANCIAL IMPLICATION. | |
| 39 | ALL ABOVE ACCEPTED TERMS & CONDITIONS SHALL BE PART OF PURCHASE ORDER WITH OR WITHOUT MENTIONING IN THE PO/CONTRACT BASED ON YOUR ACCEPTANCE AND OFFER SUBMITTED. | |
| 40 | IMPORTANT INSTRUCTION: I.VENDORS ARE REQUESTED TO QUOTE THEIR RATE WITH DESCRIPTION MENTIONED IN THE ENQUIRY CONSIDERING ALL TECHNICAL TERMS & CONDITIONS OF THE ENQUIRY. ALSO RATES QUOTED SHOULD BE EXACLTY AS PER SL. NO. OF HARD COPY OF THE ENQUIRY (IF ENQUIRY HAS BEEN FLOATED THROUGH CONVENTIONAL MODE) OR AS PER SL. NO. APPEARING IN THE e-Procurement PORTAL (IF ENQUIRY HAS BEEN FLOATED THROUGH e-Procurement) ONLY. IT MUST BE FOLLOWED UP TO AVOID CONFUSION AT LATER STAGES. ALSO RATES TO BE SUBMITTED BOTH IN NUMERICS AS WELL AS IN WORD. IN CASE OF DISCREPENCY, RATES SUBMITTED IN WORDS SHALL BE CONSIDERED FOR FURTHER PROCESSING. II.DOCUMENTS SUBMITTED WITH THE OFFER SHOULD BE SIGNED AND STAMPED IN EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER. II.IN CASE OF PDI, VENDOR SHALL RAISE ONLINE INSPECTION CALL IN ONLINE INSPECTION PORTAL/INTIMATE BHEL IN WRITTIING (WHERE INSPECTION IS IN BHEL HERP SCOPE) AT LEAST 01 WEEK IN ADVANCE OR AS MUTUALLY AGREED PERIOD ABOUT THE DATE AND PLACE AT WHICH GOODS WILL BE READY FOR INSPECTION. IV.PURCHASER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE ENTITLED TO CARRY OUT SURVEILLANCE INSPECTION OF MATERIAL AND WORKMANSHIP AT SELLER'S PREMISES OR AT HIS SUB-CONTRACTOR'S PREMISES AT ALL REASONABLE TIMES DURING EXECUTION OF THE CONTRACT. SUCH INSPECTION, EXAMINATION AND TESTING, IF MADE, SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS TO MANUFACTURE/MACHINING THE GOODS UNDER THE CONTRACT. IF DEFCETS ARE FOUND AT LATER STAGE, IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO REPLACE/RECTIFY THE SAME. | |
| 41 | IMPORTANT CLAUSE FOR GST: INPUT TAX CREDIT OF GST CAN BE AVAILED BY BHEL ONLY WHEN THE MATERIAL HAS BEEN PHYSICALLY RECEIVED AND GST INVOICE IS IN POSSESSION OF BHEL. THEREFORE, SUPPLIERS SHOULD ENSURE THE FOLLOWING IN RESPECT OF POS ISSUED BY BHEL: 1. GST INVOICE SHOULD CONTAIN ADDRESS, GST NO. AND PAN NO. OF BHEL AS WELL AS OF SUPPLIER. APPLICABLE HSN CODE OF THE MATERIAL SHOULD BE INDICATED IN THE GST INVOICE. 11. FIVE COPIES OF GST INVOICE AND LORRY RECEIPT MAY BE DESPATCHED ALONGWITH SHIPMENT OF THE GOODS IN ORDER TO AVOID ANY DELAY IN AVAILING INPUT CREDIT BY BHEL. 111. DECLARE SUCH INVOICE IN HIS GSTR-1 RETURN FOR THE MONTH OF DESPATCH OF MATERIAL. 112. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN PRESCRIBED TIME. 113. V. IN CASE OF DISCREPANCY IN THE DATA UPLOADED BY THE BIDDER IN THE GSTN PORTAL VIS-A-VIS THE TAX INVOICE OR IN CASE OF ANY SHORTAGES OR REJECTION IN THE SUPPLY, THEN BHEL WILL NOT BE ABLE TO AVAIL THE TAX CREDIT. BIDDER HAS TO RECTIFY THE DATA DISCREPANCY IN THE GSTN PORTAL OR ISSUE CREDIT NOTE OR DEBIT NOTE (DETAILS ALSO TO BE UPLOADED IN GSTN PORTAL) FOR THE SHORTAGES OR REJECTIONS IN THE SUPPLIES OR ADDITIONAL CLAIMS FOR PROCESSING OF SUCH INVOICES. 13. VI. GST TDS DEDUCTED AS PER GST ACT, IS UPLOADED IN GSTN PORTAL ALONG GSTR7. BIDDERS CAN DIRECTLY DOWNLOAD THE GST TDS CERTIFICATE FROM THE GSTN PORTAL. 14. IN CASE GST CREDIT IS DELAYED /DENIED TO BHEL DUE TO NON OR DELAYED RECEIPT OF GOODS AND OR TAX INVOICE OR EXPIRY OF TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC OR ANY OTHER REASON NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM VENDOR ALONG WITH INTEREST /PENALTY LEVIABLE ON BHEL. 15. IN CASE SUPPLIERS DELAYS DECLARING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL SHALL BE RECOVERABLE FROM SUPPLIER ALONGWITH INTEREST LEVIED/LEVIABLE ON BHEL. | |
| 42 | IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT/ CREDIT NOTE), THE SUPPLIER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT & RULES REFERRED THERE UNDER. STATUTORY VARIATION CLAUSE: ANY INCREASE IN THE RATE OF GST SHALL BE PAYABLE ONLY FOR DELIVERIES COMPLETED WITHIN THE SCHEDULED DELIVERY PERIOD, IN OTHER WORDS INCREASE IN THE RATE OF GST SHALL NOT BE PAYABLE FOR VALUE OF CONSIGNMENT DELIVERED AFTER THE SCHEDULED PURCHASE ORDER DELIVERY PERIOD. 2. NEW TAXES AND DUTIES, IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING EXTENSION IF THE SAME IS NOT ATTRIBUTABLE TO BIDDER) SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENTS TO THE SATISFACTION | |
| 43 | IMPORTANT INSTRUCTION FOR MSES SUPPLIERS: I. "MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH OFFER, ATTESTED COPIES OF EITHER EM-II CERTIFICATE HAVING DEEMED VALIDITY (FIVE YEARS FROM THE DATE OF ISSUE OF ACKNOWLEDGEMENT IN EM-II) OR VALID NSIC CERTIFICATE OR EM-II CERTIFICATE ALONG WITH CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE-1 WHERE DEEMED VALIDITY OF EM-II CERTIFICATE OF FIVE YEARS HAS EXPIRED) APPLICABLE FOR THE RELEVANT F/Y (LATEST AUDITED).DATE TO BE RECKONDED FOR DETERMINING THE DEEMED VALIDITY WILL BE THE DATE OF BID OPENING (PART-1 IN CASE OF TWO PART BID). NON SUBMISSION OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF THEIR BID AT PAR WITH OTHER BIDDERS. NO BENEFIT SHALL BE APPLICABLE FOR THIS ENQUIRY IF ANY DEFICIENCY IN THE ABOVE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING. IF THE TENDER IS TO BE SUBMITTED THROUGH e-procurement PORTAL, THEN THE ABOVE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING. IF THE TENDER IS TO BE SUBMITTED THROUGH e-procurement PORTAL, THEN THE ABOVE REQUIRED DOCUMENTS ARE TO BE UPLOADED ON THE PORTAL. DOCUMENTS SHOULD BE NOTARIZED OR ATTESTED BY A GAZETTED OFFICE. III.N CASE OF ANY CHANGE IN THE MSE STATUS OF THE BIDDER, IT SHALL BE RESPONSIBILITY OF THE BIDDER TO NOTIFY THE CHANGE AS A PART OF THE BID DOCUMENT. IF AT A LATER DATE IT COMES TO NOTICE OF BHEL, THAT THE CHANGE IN THE STATUS HAS NOT BEEN INTIMATED BY THE BIDDER AND THE ORDER IS OBTAINED UNDER THE PREMISE OF AN MSE, THEN BHEL WOULD CANCEL THE PENDING ORDER AGAINST THIS TENDER AND TAKE NECESSARY ACTION SUSPENSION OF THE BUSSINESS DEALING WITH THE BIDDER AS PER PROCUREMENT POLICY OF BHEL. III.25 % OF THE TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 6.25% SHALL BE EARMARKED FOR PROCUREMENT FROM MSES OWNED BY SC/ST ENTREPRENEURS. V.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 8.425% SHALL BE EARMARKED FOR PROCUREMENT FROM MSES OWNED BY WOMEN. VI.IN CASE MSE VENDOR PARTICIPATING IN THE TENDER QUOTES WITHIN THE PICE BANDO OF " | |
| 44 | THE STARTUPS AS DEFINED IN THE GAZETTE OF INDIA NOTIFICATION NO.: G.S.R. 127 (E) DATED 19/02/2019 WILL BE EXEMPTED FROM FULFILLING THE CRITERIA, IF MENTIONED, IN THE PQR (PRE-QUALIFYING REQUIREMENT) REGARDING PRIOR TURNOVER AND PRIOR EXPERIENCE. HOWEVER, THERE MAY BE CIRCUMSTANCES (LIKE PROCUREMENTS OF ITEMS RELATED TO PUBLIC SAFETY, HEALTH, CRITICAL SECURITY OPERATIONS AND EQUIPMENTS ETC.) WHERE BHEL MAY PREFER THE VENDORS TO HAVE PRIOR EXPERIENCE RATHER THAN GIVING ORDER TO NEW ENTITIES. FOR SUCH PROCUREMENTS, BHEL MAY NOT RELAX THE CRITERIA OF PRIOR EXPERIENCE/TURNOVER FOR THE STARTUPS. | |
| 45 | PURCHASE PREFERENCE FOR INDIAN VENDORS: 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 | |

GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY (FOR INDIAN VENDORS)

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ANNEXURE-A

2017 DATED 04.06.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT FOR THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT, BUT BEFORE OPENING OF PART —II BIDS AGAINST THIS NIT.

MODEL CLAUSE FOR TENDER.

- 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.
- 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 PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON AND A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON AND A PROCIEGE MEMORY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON AND A PROCIEGE BY A P
- III. "BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA" FOR THE PURPOSE OF THIS ORDER 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
- 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 SHAREHOLDER'S AGREEMENTS OF VOTING AGREEMENTS;
- 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 OF CAPITAL OR PROFITS OF THE PARTNERSHIP;
- 3. IN CASE OF AN UNINCORPORATED ASSOCIATION OR BODY OF INDIVIDUALS, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S), WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN FIFTEEN PERCENT OF THE PROPERTY OF CAPITAL OF PROFITS OF SUCH ASSOCIATION OR BODY OF INDIVIDUALS;
- 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:
- 5. IN CASE OF TRUST, THE IDENTIFICATION OF BENEFICIAL OWNER (S) SHALL INCLUDE IDENTIFICATION OF THE AUTHOR OF THE TRUST, THE TRUSTEE, THE BENEFICIARIES WITH FIFTEEN PERCENT OR MORE INTEREST IN THE TRUST AND ANY OTHER NATURAL PERSON EXERCISING ULTIMATE EFFECTIVE CONTROL OVER THE TRUST THROUGH A CHAIN OF CONTROL OR OWNERSHIP.
- V. AN AGENT IS A PERSON EMPLOYED TO DO ANY ACT FOR ANOTHER, OR TO REPRESENT ANOTHER IN DEALINGS WITH THIRD PERSON.

CERTIFICATE: IN ORDER TO AVAIL THE BENEFITS, VENDORS TO SUBMIT (ALONG WITH OFFER) THE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE CONTENT REQUIREMENT FOR CLASS-I/ CLASS-II LOCAL SUPPLIER AS THE CASE MAY BE, INDICATING THE PERCENTAGE OF LOCAL CONTENT. AND SHALL GIVE DETAILS OF LOCATION AT WHICH THE LOCAL VALUE ADDITION IS MADE (refer attached Make in India (Model Certificate no I).

FORCE MAJEURE: NOTWITHSTANDING ANYTHING CONTAINED IN THE CONTRACT, NEITHER THE VENDOR NOR THE BHEL SHALL BE HELD RESPONSIBLE FOR TOTAL OR PARTIAL NON-EXECUTION OF ANY OF THE CONTRACTUAL OBLIGATIONS, SHOULD THE OBLIGATION BECOME UNREASONABLY ONEROUS OR IMPOSSIBLE DUE TO OCCURRENCE OF A 'FORCE MAJEURE' WHICH DIRECTLY AFFECTS THE OBLIGATIONS TO BE PERFORMED BY THE BHEL OR THE VENDOR; SUCH EVENTS INCLUDE WAR, MILITARY OPERATIONS OF ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURRECTIONS, RIOTS, CIVIL COMMOTIONS, INSURGENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS OR ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURRECTIONS, FINDENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS OR ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURGENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS OF ANY ANTONE RESTRICTIONS, FLOODS, EARTHQUAKE, OR ACTS OF GOD, RESTRICTIONS, BY GOVT. AUTHORITIES; OVER WHICH THE VENDOR OR THE BHEL HAS NO CONTROL. THE PARTY CLAIMING TO BE AFFECTED BY FORCE MAJEURE SHALL NOTIFY THE OTHER PARTY IN WRITING WITHOUT DELAY, WITHIN TWO WEEKS ON THE INTERVENTION AND ON THE CESSATION OF SUCH CIRCUMSTANCE. EXTENSION OF TIME SOUGHT BY THE VENDOR ALONG WITH SUPPORTING EVIDENCE AND SO GRANTED BY THE BHEL FOR THE SUPPLY WORK AFFECTED, IF ANY, SHALL NOT BE CONSTRUED AS WAIVER IN RESPECT OF REMAINING DELIVERIES. RESCHEDULING OF DELIVERIES ON ACCOUNT OF FORCE MAJEURE CONDITIONS, IF SO AGREED BY THE BHEL, WILL NOT ENTAIL THE VENDOR TO CALIM ANY INCREASE IN THE PRICE ON WHATSOEVER ACCOUNT. NOTWITHSTANDING ABOVE PROVISIONS, BHEL SHALL RESERVE THE RIGHT TO CANCEL THE ORDER/ CONTRACT, WHOLLY OR PARTLY, IN ORDER TO MEET THE OVERALL PROJECT SCHEDULE AND MAKE ALTERNATIVE ARRANGEMENTS. IF DEEMED NECESSARY, BHEL MAY TAKEOVER PARTLY PROCESSED MATERIAL AT A MUTUALLY AGREED PRICE.

- FRAUD PREVENTION POLICY: THE BIDDER ALONG WITH ITS ASSOCIATE/ COLLABORATORS/ SUB-CONTRACTORS/ SUB-VENDORS/ CONSULTANTS/ SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE WWW.BHEL.COM AND SHALL IMMEDIATELY BRING TO THE NOTICE OF BHEL MANAGEMENT ABOUT ANY FRAUD OR SUSPECTED FRAUD AS SOON AS IT COMES TO THEIR NOTICE.
- SHORT SHIPMENTS/ WARRANTY/GUARANTEE REPLACEMENTS: IN CASE OF ANY SHORT SHIPMENT DURING INITIAL SUPPLY WHICH IS SUBSEQUENTLY DISPATCHED BY THE VENDOR OR ANY GUARANTEE / WARRANTY REPLACEMENTS SHALL BE DISPATCHED ON "FOR-BHEL STORES/DESIGNATED DESTINATION" BASIS FOR INDIGENOUS ITEMS. TAXES, IF ANY PAID BY INDIGENOUS VENDOR FOR GUARANTEE /WARRANTEE REPLACEMENT, REPAIR ACTIVITY EXCLUDING SHORT SUPPLY SHALL BE TO VENDOR'S ACCOUNT ONLY. THE VENDOR HAS TO RAISE A CREDIT NOTE FOR SHORT SUPPLIED QUANTITY AS PER GST PROVISIONS.
- E WAY BILL: THE SUPPLIER HAS TO ARRANGE FOR E WAY BILL AS APPLICABLE FOR ANY MOVEMENT OF GOODS ALONG WITH OTHER PRESCRIBED DOCUMENTS AS PER GST
 LAW. THE SUPPLIER HAS ALSO TO COMPLY WITH ANY AMENDMENT AS PRESCRIBED FROM TIME TO TIME UNDER E WAY BILL RULE. ANY FINANCIAL IMPLICATION ARISES ON
 BHEL DUE TO NONCOMPLIANCE OF E WAY BILL RULE WILL BE PASSED ON TO THE SUPPLIER.
 - THE BIDDER DECLARES THAT THEY WILL NOT ENTER INTO ANY ILLEGAL OR UNDICLOSED 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 COMPETITIVENES OR TO INTRODUE 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.
- THE BIDDER SHALL REGISTER THEMSELVES ON GEM PORTAL AND SHALL QUOTE THEIR GEM SELLER ID IN THEIR OFFER. GEM SELLER ID IS MANDATORY FOR PLACEMENT OF PURCHASE ORDER EXCEPT IN CASES WHERE FREE ISSUE MATERIAL IS TO BE ISSUED BY BHEL.

REJECTION/REPLACEMENT:

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THE SELLER SHALL ARRANGE REPLACEMENT / REPAIR UNDER ITS OBLIGATION UNDER THE CONTRACT. SELLER SHALL BE GIVEN GROUND RENT FREE PERIOD OF 90 DAYS FROM THE DATE OF REJECTED TO LIFT REJECTED MATERIAL. BEYOND 90 DAYS, A GROUND RENT OF 0.25% OF VALUE OF REJECTED MATERIAL PER WEEK WILL BE LEVIED FOR A MAXIMUM PERIOD OF 4 WEEKS. BEYOND THIS PERIOD SUPPLIER FORFEITS THEIR RIGHT TO THE MATERIALS.

CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:

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

- a) THEY HAVE CONTROLLING PARTNER (S) IN COMMON; OR
- b) THEY RECEIVE OR HAVE RECEIVED ANY DIRECT OR INDIRECT SUBSIDY FINANCIAL STAKE FROM ANY OF THEM; OR
- c) THEY HAVE THE SAME LEGAL REPRESENTATIVE/AGENT FOR PURPOSES OF THIS BID; OR
- d) THEY HAVE RELATIONSHIP WITH EACH OTHER, DIRECTLY OR THROUGH COMMON THIRD PARTIES, THAT PUTS THEM IN A POSITION TO HAVE ACCESS TO INFORMATION ABOUT OR INFLUENCE ON THE BID OF ANOTHER BIDDER; OR
- e) BIDDER PARTICIPATES IN MORE THAN ONE BID IN THIS BIDDING PROCESS. PARTICIPATION BY A BIDDER IN MORE THAN ONE BID WILL RESULT IN THE DISQUALIFICATION OF ALL BIDS IN WHICH THE PARTIES ARE INVOLVED. HOWEVER, THIS DOES NOT LIMIT THE INCLUSION OF THE COMPONENTS/SUB-ASSEMBLY ASSEMBLIES FROM ONE BIDDING MANUFACTURER IN MORE THAN ONE BID; OR

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ANNEXURE-A

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. VENDOR MUST VISIT OUR WEBSITE https://herp.bhel.com REGULARILY FOR ENQUIRY/PO/CLARIFICATIONS/FOR ANY LATEST UPDATES 54 MSME VENDORS CAN AVAIL BENEFITS OF PAYMENT THROUGH TREDS/RXIL. 55 THE OFFERS OF THE BIDDERS WHO ARE UNDER SUSPENSION AS ALSO THE OFFERS OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE FIRMS DEBARRED ACROSS BHEL, SHALL BE REJECTED. THE LIST OF FIRMS DEBARRED ACROSS BHEL IS AVAILABLE ON BHEL WEBSITE WWW.BHEL.COM. 1.0 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF: 1.1. COMMITMENT BY BHEL: BHEL COMMITS TO TAKE ALL MEASURES NECESSARY TO PREVENT CORRUPTION IN CONNECTION WITH THE TENDER PROCESS AND EXECUTION OF THE CONTRACT. BHEL WILL DURING THE TENDER PROCESS TREAT ALL BIDDER(S) IN A TRANSPARENT AND FAIR MANNER, AND WITH EQUITY. 1.2. COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: 1.2.1. THE BIDDER/ SUPPLIER/ CONTRACTOR COMMIT TO TAKE ALL MEASURES TO PREVENT CORRUPTION AND WILL NOT DIRECTLY OR INDIRECTLY INFLUENCE ANY DECISION OR BENEFIT WHICH HE IS NOT LEGALLY ENTITLED TO NOR WILL ACT OR OMIT IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE 1860 OR ANY OTHER LAW IN FORCE IN INDIA 56 1.2.2. THE BIDDER/ SUPPLIER/ CONTRACTOR WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, AND IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT AND SHALL ADHERE TO RELEVANT GUIDELINES ISSUED FROM TIME TO TIME BY GOVT. OF INDIA/ BHEL. 1.2.3. THE BIDDER/SUPPLIER/CONTRACTOR WILL PERFORM/EXECUTE THE CONTRACT AS PER THE CONTRACT TERMS & CONDITIONS AND WILL NOT DEFAULT WITHOUT ANY REASONABLE CAUSE. WHICH CAUSES LOSS OF BUSINESS/ MONEY/ REPUTATION. TO BHEL. IF ANY BIDDER/ SUPPLIER/ CONTRACTOR DURING PRE-TENDERING/ TENDERING/ POST TENDERING/ AWARD/ EXECUTION/ POST-EXECUTION STAGE INDULGES IN MALPRACTICES, CHEATING, BRIBERY, FRAUD OR AND OTHER MISCONDUCT OR FORMATION OF CARTEL SO AS TO INFLUENCE THE BIDDING PROCESS OR INFLUENCE THE PRICE OR ACTS OR OMITS IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA, THEN, ACTION MAY BE TAKEN AGAINST SUCH BIDDER/ SUPPLIER/ CONTRACTOR AS PER EXTANT GUIDELINES OF THE COMPANY AVAILABLE ON WWW. BHEL.COM AND/OR UNDER APPLICABLE LEGAL PROVISIONS". BID SECURITY OR EARNEST MONEY DEPOSIT (EMD): TO SAFE GUARD AGAINST A BIDDER'S WITHDRAWING OR ALTERING ITS/ HIS BID DURING THE BID VALIDITY PERIOD, BID SECURITY [ALSO KNOWN AS EARNEST MONEY DEPOSIT (EMD)] SHALL BE OBTAINED FROM THE BIDDERS ALONG WITH THEIR BIDS (EXCEPT MICRO AND SMALL ENTERPRISES (MSES) OR STARTUPS AS RECOGNIZED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIIT)). THE AMOUNT OF EMD SHALL BE AS MENTIONED IN ENQUIRY. 1. MODES OF DEPOSIT A) THE EMD MAY BE ACCEPTED ONLY IN THE FOLLOWING FORMS AND THE SAME MUST BE SUBMITTED BEFORE TENDER OPENING: (I) ELECTRONIC FUND TRANSFER CREDITED IN BHEL ACCOUNT. (II) BANKER'S CHEQUE/ PAY ORDER/ DEMAND DRAFT. IN FAVOUR OF BHEL. (III) FIXED DEPOSIT RECEIPT (FDR).(IN THE NAME OF "BIDDER'S NAME A/C BHEL") (IV) BANK GUARANTEE FROM ANY OF THE SCHEDULED BANKS. (V) INSURANCE SURETY BONDS. B) IN CASE THE EMD IS MORE THAN RUPEES 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 AN ACCEPTABLE FORM. THE EMD 57 SHALL REMAIN VALID FOR A PERIOD OF 45 (FORTY-FIVE) DAYS BEYOND THE FINAL BID VALIDITY PERIOD. I) A BIDDER'S EMD WILL BE FORFEITED IF 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. (II) EMD BY THE TENDERER SHALL BE WITHHELD IN CASE ANY ACTION ON THE BIDDER IS ENVISAGED UNDER THE PROVISIONS OF EXTANT "GUIDELINES ON SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS" AND FORFEITED/ RELEASED BASED ON THE ACTION AS DETERMINED UNDER THESE GUIDELINES. (I) BID SECURITIES OF THE UNSUCCESSEUL BIDDERS SHALL BE RETURNED TO RIDDER AT THE FARLIEST 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, BID SECURITIES OF UNSUCCESSFUL BIDDERS DURING FIRST STAGE LE, TECHNICAL EVALUATION ETC. SHALL BE RETURNED WITHIN 30 DAYS OF DECLARATION OF RESULT OF FIRST STAGE LE, TECHNICAL EVALUATION ETC. (II) BID SECURITY SHALL BE REFUNDED TO THE SUCCESSFUL BIDDER ON CONCLUSION OF THE ORDER/ RECEIPT OF A PERFORMANCE SECURITY (IF CALLED IN THE TENDER). (III) EMD SHALL NOT CARRY ANY INTEREST. PERFORMANCE SECURITY (PS): TO ENSURE DUE PERFORMANCE OF THE CONTRACT, PERFORMANCE BANK GUARANTEE (PBG) OR SECURITY DEPOSIT (SD), HEREAFTER REFERRED AS PERFORMANCE SECURITY SHALL BE OBTAINED FROM THE SUCCESSFUL BIDDER AWARDED THE CONTRACT. THE PERFORMANCE SECURITY OF REQUIRED AMOUT IS TO BE SUBMITTED BY THE DATE SPECIFIED IN THE PO/CONTRACT. 1. MODES OF DEPOSIT: A) PERFORMANCE SECURITY MAY BE FURNISHED IN THE FOLLOWING FORMS: (I) LOCAL CHEQUES OF SCHEDULED BANKS (SUBJECT TO REALIZATION)/ PAY ORDER/ DEMAND DRAFT/ ELECTRONIC FUND TRANSFER IN FAVOUR OF BHEL. (II) BANK GUARANTEE FROM SCHEDULED BANKS / PUBLIC FINANCIAL INSTITUTIONS AS DEFINED IN THE COMPANIES ACT. THE BANK GUARANTEE FORMAT SHOULD HAVE THE (III) FIXED DEPOSIT RECEIPT 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 SHALL 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. (C) PERFORMANCE SECURITY IS TO BE FURNISHED WITHIN A SPECIFIED DATE (GENERALLY 14(FOURTEEN) DAYS AFTER NOTIFICATION OF THE AWARD) AND IT SHOULD REMAIN VALID FOR A PERIOD OF 60 (SIXTY) DAYS BEYOND THE DATE OF COMPLETION OF ALL CONTRACTUAL OBLIGATIONS OF THE SUPPLIER, INCLUDING WARRANTY OBLIGATIONS. 2. FORFEITURE OF PERFORMANCE SECURITY: THE PERFORMANCE SECURITY WILL BE FORFEITED AND CREDITED TO BHEL'S ACCOUNT IN THE EVENT OF A BREACH OF

3. RETURN OF PERFORMANCE SECURITY (PS): PS SHALL BE REFUNDED TO THE BIDDER WITHOUT INTEREST, AFTER HE 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.

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4. THE PERFORMANCE SECURITY SHALL NOT CARRY ANY INTEREST. BREACH OF CONTRACT, REMEDIES AND TERMINATION: IN CASE OF BREACH OF CONTRACT, WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS ATLEAST 10% OF THE CONTRACT VALUE, THE SAME BE ENCASHED. IN CASE THE VALUE OF THE SECURITY INSTRUMENTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE BALANCE AMOUNT BE RECOVERED FROM OTHER FINANCIAL REMEDIES (I.E. AVAILABLE BILLS OF 59 THE CONTRACTOR, RETENTION AMOUNT, ETC. WITH BHEL) OR LEGAL REMEDIES BE PURSUED. FURTHER, LEVY OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE-SCOPING, SHORT-CLOSURE, ETC., SHALL BE APPLIED AS PER PROVISIONS OF THE CONTRACT.

NOTE:

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

SIGNATURE ALONG WITH SEAL AND DATE:

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

| allu |
|--|
| , (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 |
| <u>Preamble</u> |
| The Principal intends to award, under laid-down organizational procedures, contract/s for |
| (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). |

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

Section 1- Commitments of the Principal

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

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

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

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the

Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

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

| For & On behalf of the Principal (Office Seal) | For & On behalf of the Bidder/ Contractor (Office Seal) |
|--|---|
| Place | |
| Date | |
| Witness: | Witness: |
| (Name & Address) | (Name & Address) |

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Clause on IP in the tender

"Integrity Pact (IP)

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

| SI | IEM | Email |
|----|---------------------------------------|--------------|
| 1. | Shri Otem Dai, IAS (Retd.) | iem1@bhel.in |
| 2. | Shri Bishwamitra Pandey, IRAS (Retd.) | iem2@bhel.in |
| 3. | Shri Mukesh Mittal, IRS (Retd.) | iem3@bhel.in |

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

Note:

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

Details of contact person(s):

| (1) | (2) |
|---------------------------|---------------------------|
| Name: | Name: |
| Deptt: | Deptt: |
| Address: | Address: |
| Phone: (Landline/ Mobile) | Phone: (Landline/ Mobile) |
| Email: | Email: |
| Fax: | Fax: |

On Bidder's office letter pad

Make in India (Model Certificate) Annexure-I

Self-Declaration

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

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

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

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

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

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

For Company Name: Seal: Signature:

Date: Place:

(Please fill all the yellow color field)

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

| | Bank Guarantee No | |
|--|---|-------------------------------------|
| | Date | |
| То | | |
| (Employer's Name and Address) | | |
| Dear Sirs, In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No | | |
| Dear Sirs, | | |
| | · · | |
| | _ | |
| - | • | _ |
| | 4.(name of the Employer) through its Unit | at |
| • | nay a sum of Ps | 10V |
| · | | - |
| Doposit in the form therein mentioned. The form of pay | mont of Earnest Money Deposit morages Bank Guarant | .cc |
| executed by a Scheduled Bank. | | |
| executed by a Scheduled Bank. | | |
| In lieu of the stipulations contained in the aforesaid | | |
| In lieu of the stipulations contained in the aforesaid Bank Guarantee against Earnest Money Deposit for an | amount of5 | |
| In lieu of the stipulations contained in the aforesaid Bank Guarantee against Earnest Money Deposit for an is required to be submitted by the Tenderer as a condi | amount of55 tion precedent for participation in the said Tender and | |
| In lieu of the stipulations contained in the aforesaid Bank Guarantee against Earnest Money Deposit for an | amount of55 tion precedent for participation in the said Tender and | |
| In lieu of the stipulations contained in the aforesaid Bank Guarantee against Earnest Money Deposit for an is required to be submitted by the Tenderer as a conditenderer having approached us for giving the said Guarantee | amount of55 tion precedent for participation in the said Tender and sarantee, | the |
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| In lieu of the stipulations contained in the aforesaid Bank Guarantee against Earnest Money Deposit for an is required to be submitted by the Tenderer as a condi Tenderer having approached us for giving the said Guawe, the | amount of5 tion precedent for participation in the said Tender and arantee, | the nk] |
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| In lieu of the stipulations contained in the aforesaid Bank Guarantee against Earnest Money Deposit for an is required to be submitted by the Tenderer as a conditional Tenderer having approached us for giving the said Guawe, the | amount of | the nk] at his the |
| In lieu of the stipulations contained in the aforesaid Bank Guarantee against Earnest Money Deposit for an is required to be submitted by the Tenderer as a conditional Tenderer having approached us for giving the said Guawe, the | amount of | nk] at his the 5 and |

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.

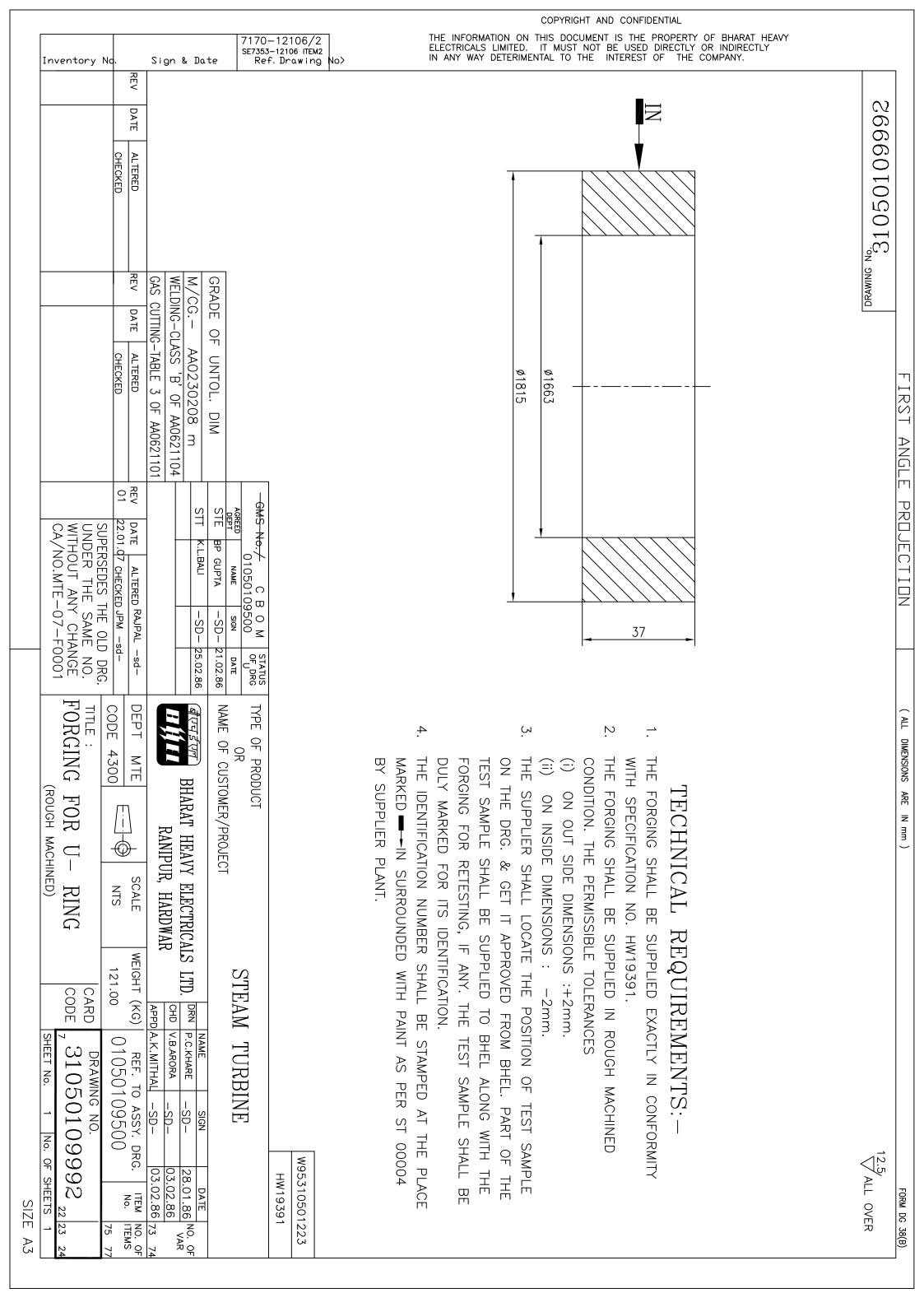
| The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment. |
|---|
| We Bank further agree that the Employer shall have the fullest liberty without our consent and without 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 |
| 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, 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 |
| 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 |

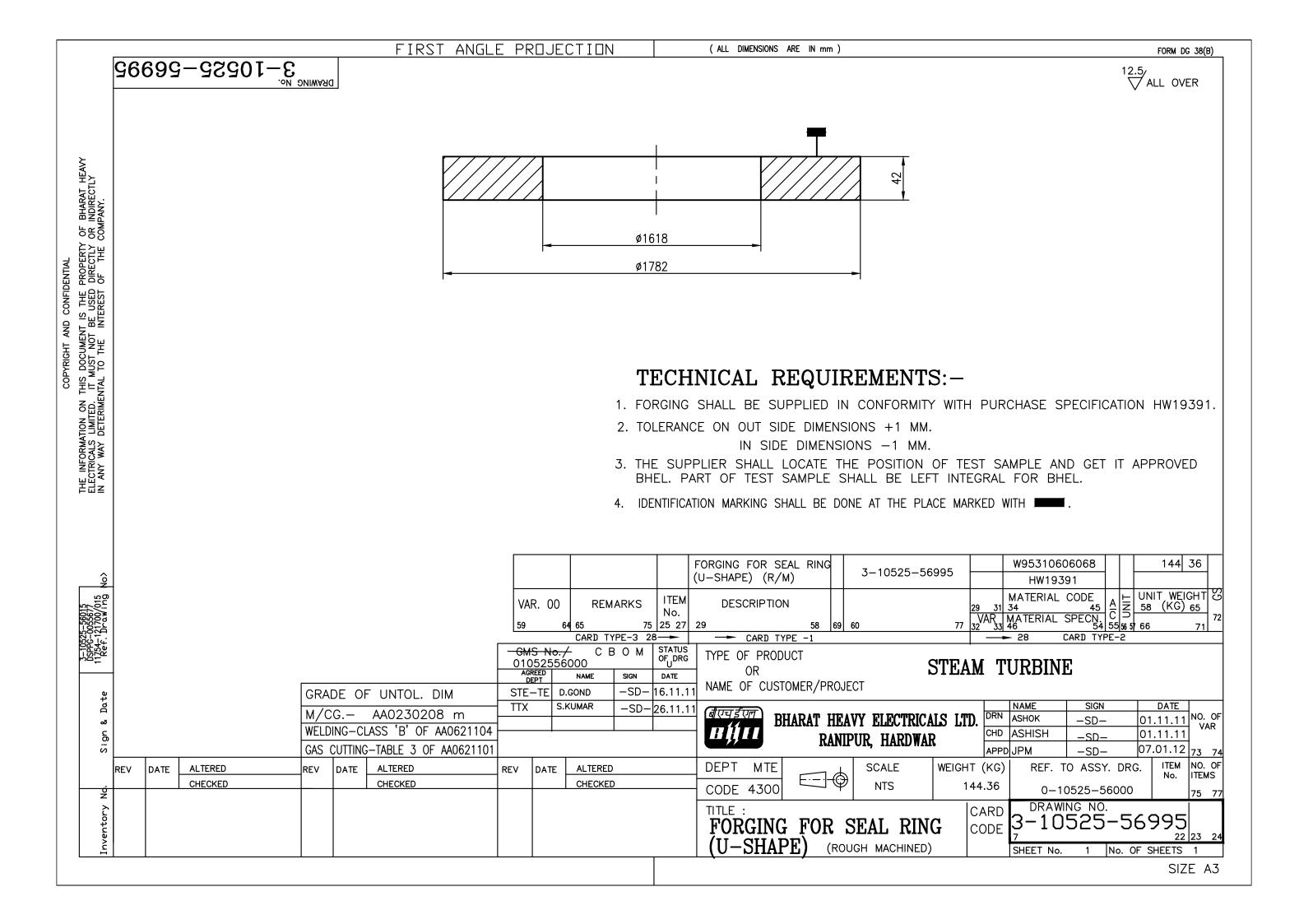
- ¹ Details of the Invitation to Bid/Notice Inviting Tender
- ² Name and Address of the Tenderer
- ³ Details of the Work
- ⁴ Name of the Employer
- ⁵ BG Amount in words and Figures
- ⁶ Validity Date
- ⁷ Date of Expiry of Claim Period

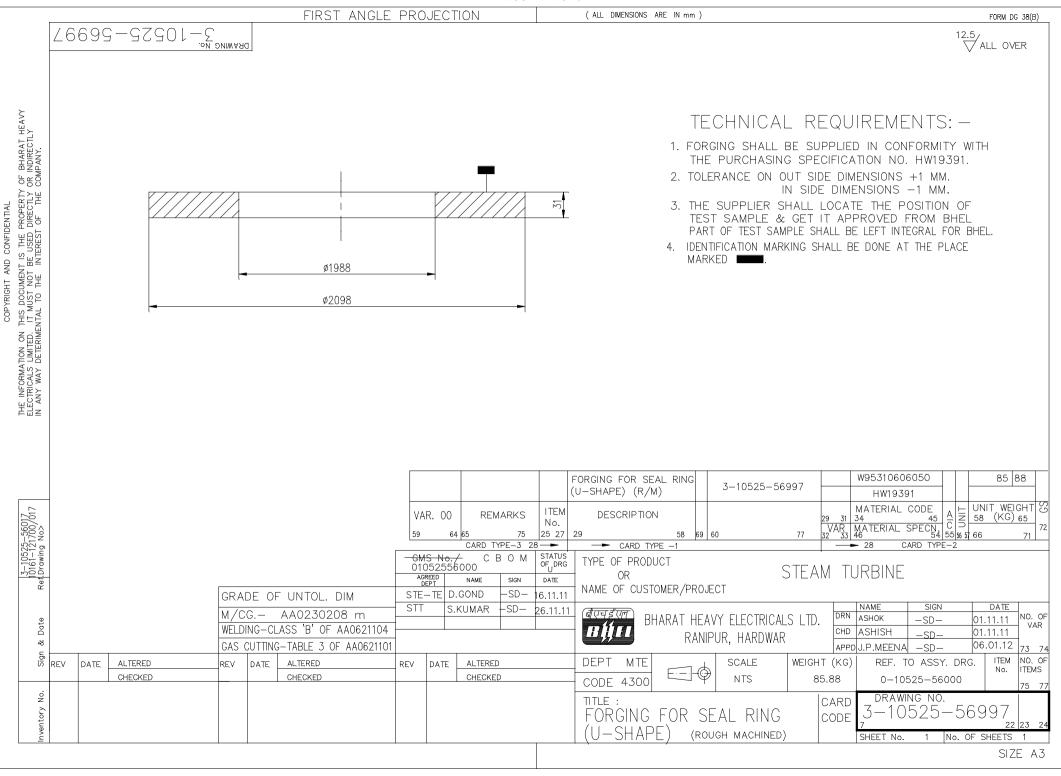
Notes:

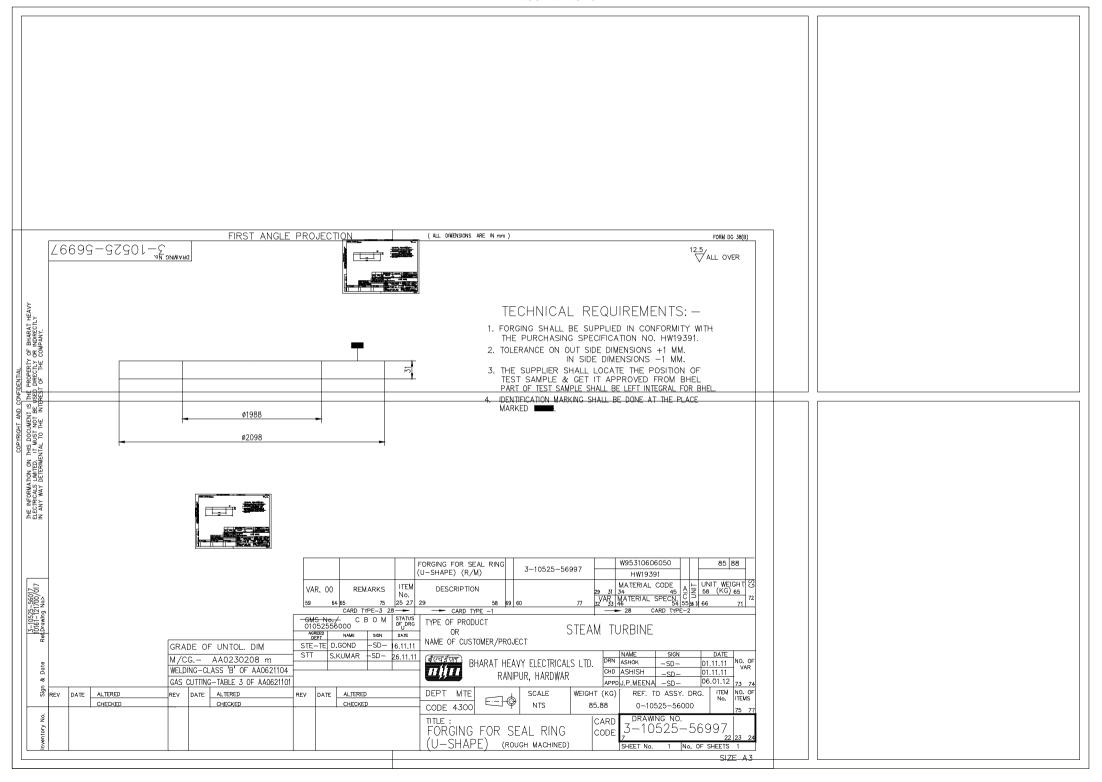
- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing 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.

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

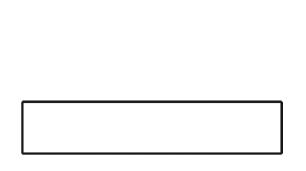


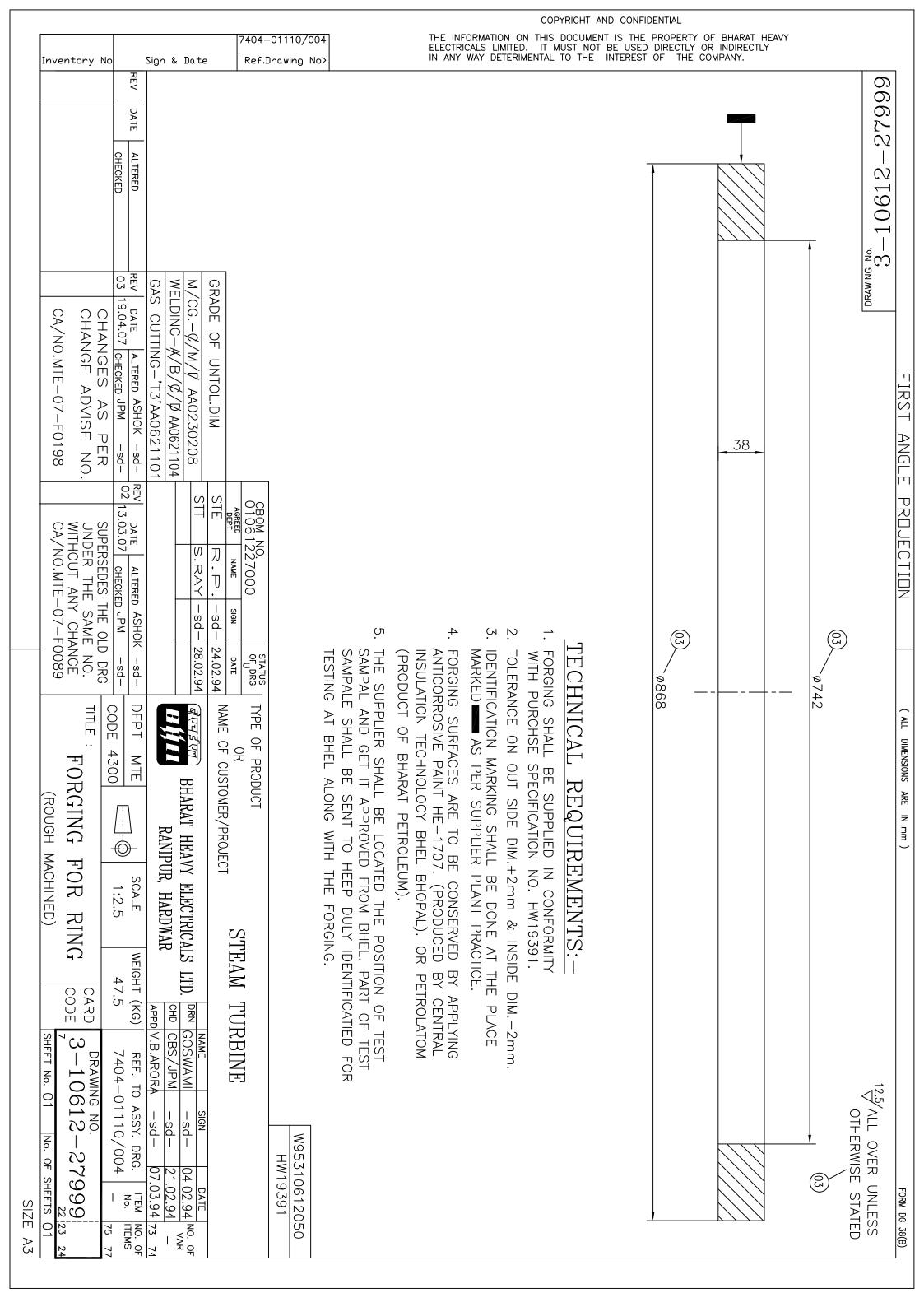






DOC REV NO.: 0





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TITLE

01

SHEETS

DRAWING NO.

4105010299

No. OF

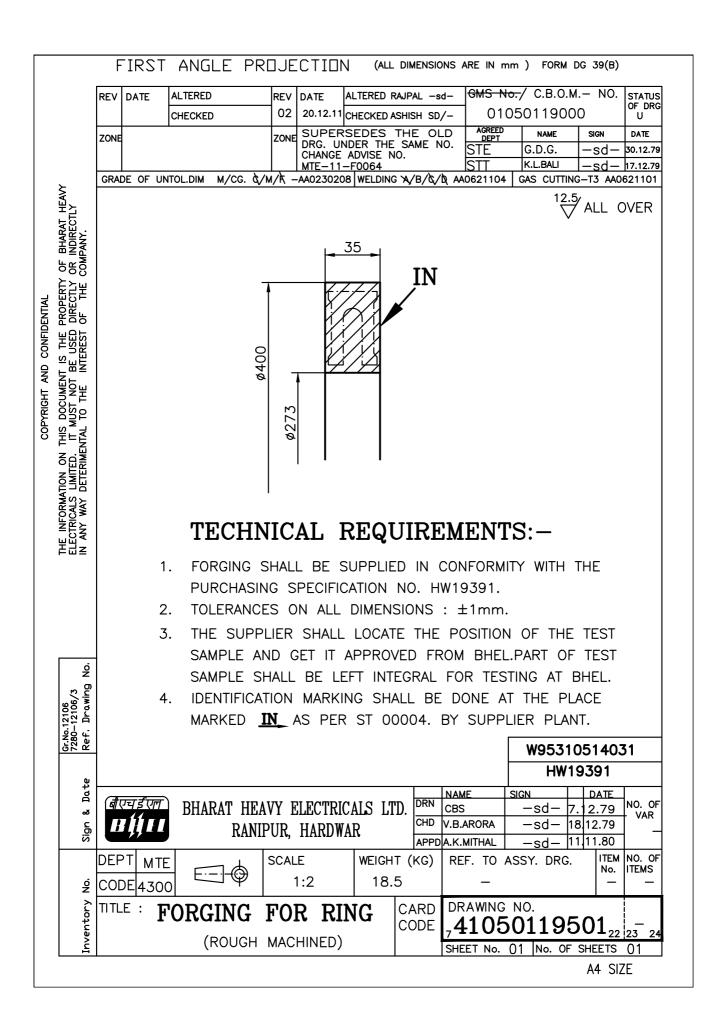
CARD

CODE

FOR

(ROUGH MACHINED)

RING



(ALL DIMENSIONS ARE IN mm)

FORM DG 39(B)

01

SHEETS

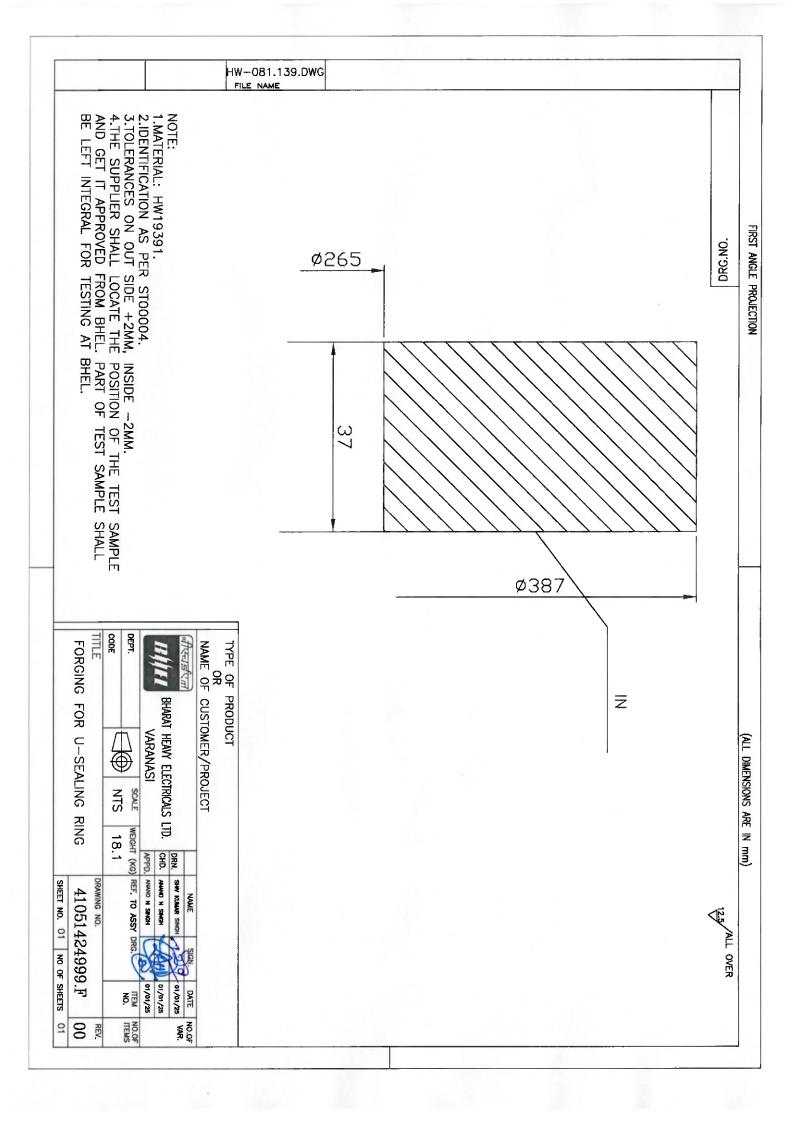
No. OF

ANGLE PROJECTION

(ALL DIMENSIONS ARE IN mm) FORM DG 39(B)

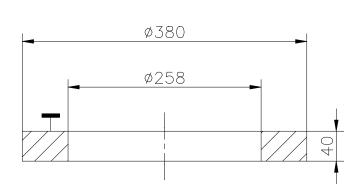
A4 SIZE

FIRST



| | | T | | ı | | | | / | | |
|---|------|---------|------|----------|---------|-------------|----------------|------------|------|-----------------|
| REV | DATE | ALTERED | REV | DATE | ALTERED | RAJPAL sd/- | GMS No. | -/ C.B.O.M | NO | |
| | | CHECKED | 01 | 16.03.12 | CHECKED | ASHISH sd/- | 0105 | 3056000 | | OF DRG |
| ZONE | | | ZONE | SUPERSE | DES THE | OLD DRG. | AGREED DEPT | NAME | SIGN | DATE |
| | | | | UNDER T | | | STE | DINESH | -Sd- | 06.12.11 |
| | | | | C/A. NO. | MIE-12 | −F0013 | TTX | SURENDRA | -Sd- | 14.12.11 |
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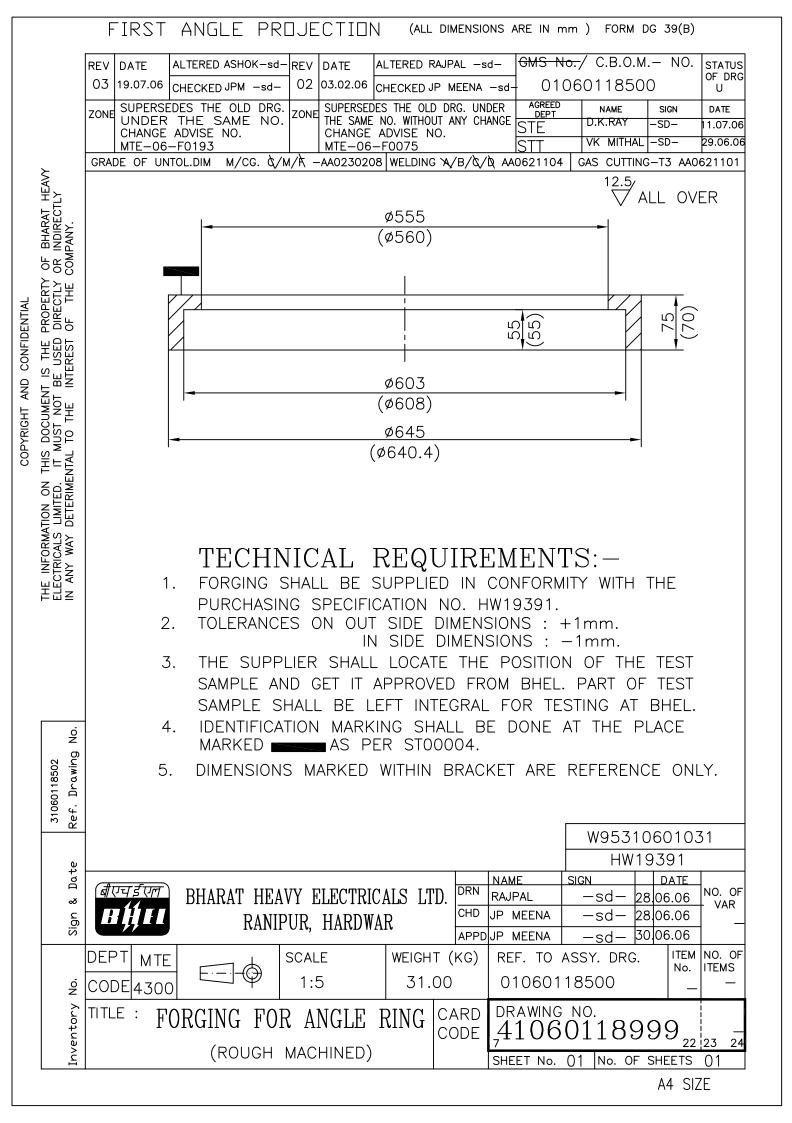
12.5 ALL OVER

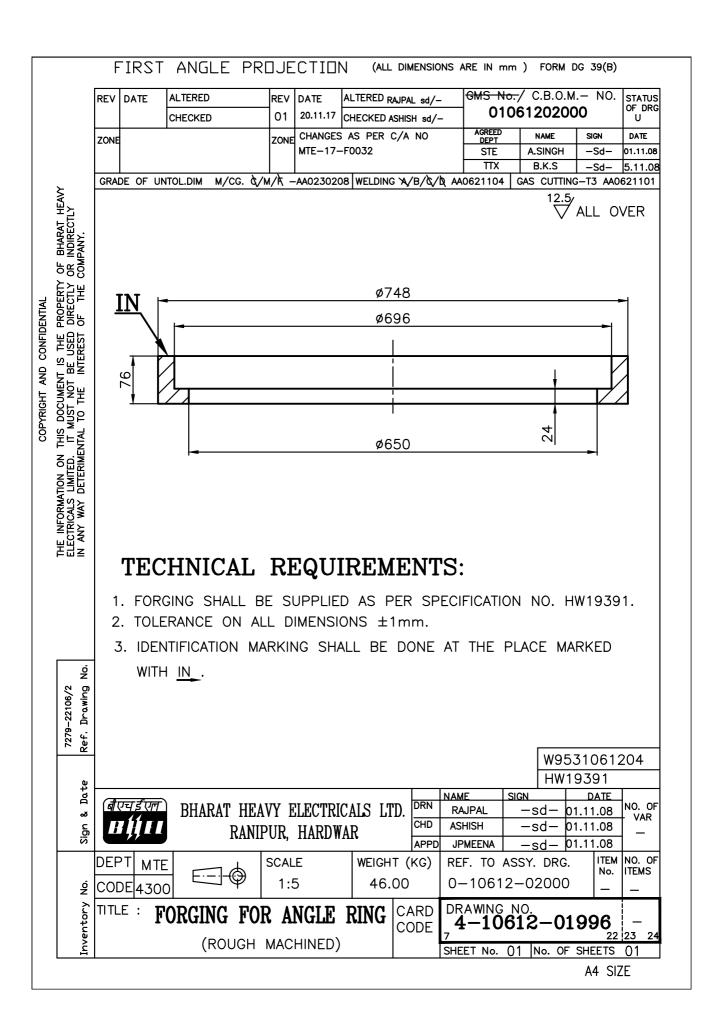


TECHNICAL REQUIREMENTS: —

- 1. FORGING SHALL BE SUPPLIED IN CONFORMITY WITH THE PURCHASE SPECIFICATION NO. HW19391.
- 2. TOLERANCE ON OUT SIDE DIMENSIONS +1 MM. IN SIDE DIMENSIONS -1 MM.
- 3. THE SUPPLIER SHALL LOCATE THE POSITION OF TEST SAMPLE AND GET IT APPROVED FROM BHEL. PART OF TEST SAMPLE SHALL BE LEFT INTEGRAL FOR BHEL.
- 4. IDENTIFICATION MARKING SHALL BE DONE AT THE PLACE MARKED WITH

| 70 ON Q | | | | | | | | | | | | | |
|---------------------------|---------------------------------|--------|----------|--------------------------|--------|----------|--------------------|------------------|----------|----------------------|----------------------|------|-------------------------|
| 21053056007 F. Drawing | FORGING FO | | 4-10 |)530-5699 | 99 | , | W95 | 31053002 | 29 | | 19 | 9 10 | |
| 1 0 | SEALING RING | (R/M) | | | , 0 | | HW1 | 9391 | | | | | |
| - 21 Ref. | DESCRIPT | ION | DR4 | AWING NO. | | | МА | TERIALCO | DE | A | UNI | T WT | - |
| | | | | | | AR | МАТ | ERIALSPE | С | | | | Û |
| Sign & Date | alvas ym BULL DEPTMTE | | ANIPUF | ELECTRICAL R, HARDWAR | | | DRN CHD APPD | RAJPAL ASHISH | Ç | sd/- sd/- sd/- | - 02 - 02 - 14 | | NO. OF VAR NO. OF |
| o Z | CODE 4300 | |) 1 | :5 | 19.10 |) | | _ | | | | 110. | TILIVIS |
| Inventory | TITLE : F | FORGIN | | | | CA CO | | drawing 4—105 | NC 3(|).)— | 569 | 99 | 23 24 |
| Inv | PLALIN | J KIIN | (| ROUGH MAC | HINED) | | | SHEET No. | 01 | No. | OF SH | | |





(ALL DIMENSIONS ARE IN mm)

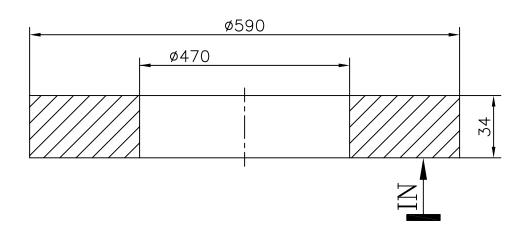
FORM DG 39(B)

A4 SIZE

ANGLE PROJECTION

FIRST

ANGLE PROJECTION (ALL DIMENSIONS ARE IN mm) **FIRST** FORM DG 39(B) GMS No./ C.B.O.M.- NO. ALTERED ASHOK -sd STATUS ALTERED ASHISH REV DATE DATE OF DRG 01120202000 14.03.07 02 14.06.06 CHECKED J.P..MEENA -sd 03 CHECKED JP MEENA AGREED DEPT NAME SIGN DATE SUPERCEDES THE OLD DRG. I.D CHANGED FROM 309 TO ZONE ZONE UNDER THE SAME NO. BSS 25.8.83 305 AS PER C/A NO. STE sd CHANGE ADVISE NO. MTE-07-0093 TANEJA 25.8.83 \Box MTE-06-F0156 AA0621104 GAS CUTTING--T3 AA0621101 -AA0230208 WELDING X/B/G/D GRADE OF UNTOLDIM M/CG. &/M/K BHARAT HEAVY INDIRECTLY ALL OVER PROPERTY DIRECTLY (OF THE (ø435 COPYRIGHT AND CONFIDENTIAL ø305 T IS THE I BE USED INTEREST S DOCUMENT | MUST NOT BE L TO THE IN TECHNICAL REQUIREMENTS: THE INFORMAT ELECTRICALS IN ANY WAY (FORGING SHALL BE SUPPLIED IN CONFORMITY WITH THE 1. PURCHASING SPECIFICATION NO. HW19391. TOLERANCES ON OUTSIDE DIMENSIONS: +2mm. 2. INSIDE DIMENSIONS: -2mm. THE SUPPLIER SHALL LOCATE THE POSITION OF THE TEST 3. SAMPLE AND GET IT APPROVED FROM BHEL PART OF TEST SAMPLE SHALL BE LEFT INTEGRAL FOR BHEL. IDENTIFICATION MARKING SHALL BE DONE AT THE PLACE 41120202035 Š 4. Drawing MARKED WITH _____. Ref. W9531120207 HW19391 Date aan DATE NAME DRN NO. OF बैएचईएन BHARAT HEAVY ELECTRICALS LTD. 8.83 **CBS** -sd ď CHD 24.8.83 V.B.ARORA -sd RANIPUR, HARDWAR .8.83 APPD A.K.MITHAL NO. OF ITEM TO WEIGHT (KG) ASSY. DRG. DEPT **SCALE** REF. MTE ITEMS No. 22.5 1:5 훈 CODE 4300 DRAWING NO. Inventory CARD TITLE : SEALING RING 20202996 FOR CODE (ROUGH MACHINED) No. OF SHEETS A4 SIZE



TECHNICAL REQUIREMENTS:-

- FORGING SHALL BE SUPPLIED IN CONFORMITY WITH THE 1. PURCHASING SPECIFICATION NO. HW19391.
- TOLERANCES ON ALL DIMENSIONS: ±1mm. 2.

Y OF BHARAT HEAVY OR INDIRECTLY COMPANY.

PROPERTY (
) DIRECTLY C

OF THE C

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- THE SUPPLIER SHALL LOCATE THE POSITION OF THE TEST 3. SAMPLE AND GET IT APPROVED FROM BHEL.PART OF TEST SAMPLE SHALL BE LEFT INTEGRAL FOR BHEL.
- IDENTIFICATION MARKING SHALL BE DONE AT THE PLACE 4.

| 1120205016 1840342KWU ?. Drawing No. | 4. | SAMPLE SHALIDENTIFICATION MARKED IN | | SHALL | BE D | ONE AT T | | | |
|--|---------------------------|-------------------------------------|--|--------|---------------|----------|------------|-----------------|-------------------|
| Ref | | | W9531120 | 0209 | 92 | | | | |
| te | | | | HW193 | 91 | | | | |
| Sign & Dat | बीएचईएल ग्रि स् | BHARAT HEARNI | SIGN C -sd- 06.00 -sd- 06.00 -sd- 10.00 | 6.87 | NO. OF VAR | | | | |
| | DEPT MTI | | SCALE | WEIGHT | ` , | | ASSY. DRG. | ITEM No. | NO. OF |
| Š | CODE 430 | DDE 4300 1:2 25.00 01 | | | | | | | _ |
| Inventory | FOR | | OR RII | l II | CARD CODE | | 020999 | 9 ₂₂ | 23 24 01 |

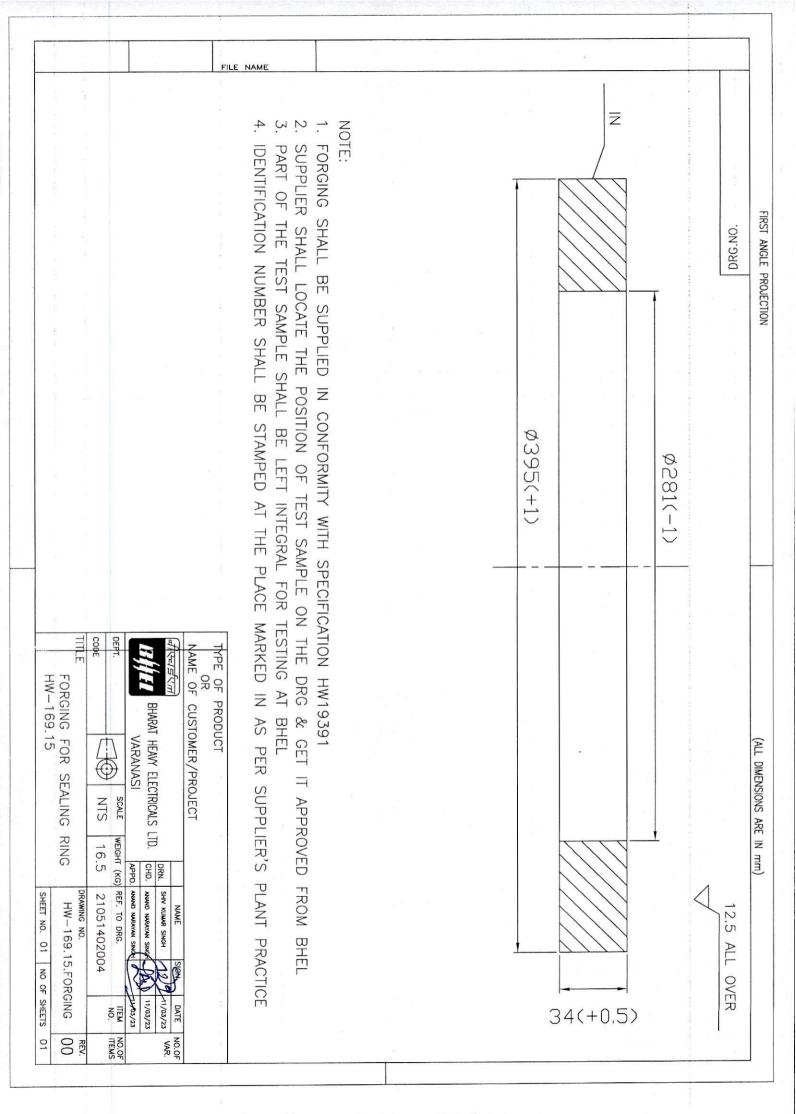
A4 SIZE

D312250013 (IND202412436)

| SL. | DRAWING & SPEC. | REV |
|-----|-------------------|-----|
| 01 | 41120202996 | 03 |
| 02 | HW19391 | 04 |
| 03 | 41050124992 | 03 |
| 04 | 41050102996 | 01 |
| 05 | 41060118999 | 03 |
| 06 | 41120201998 | 01 |
| 07 | 41050119502 | 01 |
| 08 | 31060656998 | 00 |
| 09 | 41053056999 | 01 |
| 10 | 31052556995 | 00 |
| 11 | 31052556997 | 00 |
| 12 | HW-169.15.FORGING | |
| 13 | 31050109992 | 01 |
| 14 | 41050109990 | 01 |
| 15 | 41050119501 | 02 |
| 16 | 41051424999.F | |
| 17 | 31061227999 | 03 |
| 18 | 41120209999 | 02 |
| 19 | 41061201996 | 01 |
| 20 | RV/C&F/95 | 00 |



AE/E&M



हस्ताक्षर एवं विनोंक SON & DATE

SUPERSEDES INVENTORY NO.

संस्थान क्रय विनिर्देश (हीप - हरिद्वार)

HW 1939

मुख्य पृष्ठ

PLANT PURCHASE SPECIFICATION

PREFACE SHEET

(HEEP - HARIDWAR)

ALLOY STEEL FORGINGS FOR HIGH TEMPERATURE SERVICE-+AT+P (Gr : NiCr20TiAl (Nimonic 80A))

केवल आंतरिक प्रयोग हेतु प्रदायक को देने से पूर्व मुख्य पृष्ठ को निकाल दें FOR INTERNAL USE ONLY REMOVE THIS PREFACE BEFORE ISSUE TO SUPPLIERS.

समतुल्य मानक सूची आदि / COMPARABLE STANDARDS / CATALOGUES ETC.

सुझाए संम्भावित प्रदायक एवं श्रेणी / SUGGESTED / PROBABLE SUPPLIERS AND GRADES.

: As Per PMD

कोई अन्य जानकारी ANY OTHER INFORMATIONS

: Based on TLV9520, 04, JUNE 2012

SIGN CONTE

HINDENTORY NO.

स्वीकृति ः संस्थान मानक सर्वि

: PLANT STANDARDS COMMITTEE

Gr. No. 2.60

REV 04 0+ 23-07-21 T5×(MTE)-21-172

PREPARED: MTE

जारी : मानक विमाग ISSUED : STANDARDS DIVISION

DATE 23.11.1996

| 5 22 | | | एव ई एम | संस्थान क्रय विनिर्देश (हीप : हि | रद्वार) | HW19391 |
|--|----------------------|------------|----------------------------|--|-----------------|--|
| SIGN & DATE | | R | HI | PLANT PURCHASE SPECIFICA (HEEP: HARIDWAR) | ATION | पृष्ट का |
| | | | | | *** | Page 1 of 3, |
| TORY | ,112 | | AL | LOY STEEL FORGINGS FOR HIGH TEMPE | RATURE S | ERVICE- |
| INVENTORY NO. | TLV9520/04, June'12 | | | +AT+P (Gr : NiCr20TiAl (Nimonic | 80A)) | |
| P apaix | 20/04 | | | | | |
| अधिकतित भरता है | V95. | 1.0 | GENERAL: | | | |
| all series | 티 | | | cification governs the quality requirements of Alloy | | |
| _ | - | 20 | APPLICAT | ure Service (Gr: NiCr20TiAl; material no. 2.4952) in preci | ipitation hard | ened condition. |
| The information on this documents is the property of Bland Heavy Blandfood Limited it must not be used directly or | ompany | 2.0 | | urbine components such as Sealing ring D ≤ 2000 mm. | | |
| rty of | of the c | 3.0 | | N OF DELIVERY: | | |
| AND CONFIDENTIAL s documents is the property of Bhara the Hamilton by the property of Bhara | lerest | | ,, | nnealed, stabilized and precipitation hardened. | • | |
| | the in | | | nerwise specified in BHEL order / drawing, rough machin | ning shall be o | earried out. |
| ocume of it m | tental t | 4.0 | DIMENSIC | ON AND TOLERANCES: | | |
| ar His | detrin | | Compone | nt shall be supplied to the dimensions and tolerances a | s per the orde | ering drawing. |
| lation of | влу жа | 5.0 | MANUFA | CTURING: | | |
| COPYKICH I The information on this Heavy Florentical 11 | d y | | Forgings s | shall be manufactured from steel produced by vacuum | induction me | lting / electro-slag re- |
| ン長っ | indire | | | (IM/ESR) or by vacuum induction melting / vacuum arc | A-0. E | |
| ¥ : | | | | orking shall be done in such a way that a uniform fine g | | |
| THEN SPUR | 4 | | ** | v material like Ingots/Blooms/Billets required for forg | gings shall be | procured from BHEL |
| # F | | 6.0 | HEAT TRE | oved sources along with test certificate." | | 2 |
| Set nuff t | 081 · · | 0.0 | | g shall be heat treated as per EN 10269 to get the mo | echanical pro | nerties specified as no |
| क्षिकार एवं बावना हेवी एमेपिक्समा विस्थित | 4 - | | Clause 11. | | condinous pro | perces specifica as pe |
| | ा 'जा है स्वी कीय | | 100 | innealing temperature shall be between 1050 - 1080°C | for 8 hours f | ollowed by air cooling |
| | E . | | | on treatment shall be carried out at 850 \pm 10°C for | | |
| मुक्ता भारत | Ž | ٠ | | on hardening at 700 \pm 10 $^{\circ}$ C for 16 hours (air cooling). | | |
| धन प्रतेश के की गड़े म | | 7.0 | FINISH: | *** | | |
| 42 24 | 15 X X X | | As mentio | ned in the drawing. | | |
| £ 1 | 5 | 8.0 | FREEDOM | FROM DEFECTS | | • |
| | | | | s shall be free from defects such as cracks, flakes, seam | | n, non-metallic |
| | | | 00 0000 101 00 00 0000 700 | and other defects which may affect the utility of the for | gings. | |
| Īrā | 0 | 9.0 | | COMPOSITION | | |
| A DA | 12/2 | | Heat analy | sis in weight % shall be as per EN 10269 except for P, S a | and Ti+Al as fo | ollows: |
| SIC | | | | | नाम NAME | द्वितक पूर्व हुस्तावार SIGNATURE & DATE |
| | 1 | TSX PSC | | GANGUAL CRISHNAN CRIS | | |

TRANSLATED BY

पर्ववेक्षणकर्ता SUPERVISED BY

ASHISH RANJAN ASHISH RANJAN

GOPAL KRISHNAN

Gr. NO.

2.60

विनांक DATE : 23.11.1996

संस्थान मानकीकरण समिति

APPROVED: PLANT STANDARDIZATION COMMITTEE

ISSUED: TSX

निर्माणकर्ता WORKED BY

PREPARED: MTE

स्वीकृति

निर्माण

QAX

AGREED DEPTT

Worked by

Checkedby

CHANGE ADVICE NO.

REV.NO.

Dt.

सामग्री सूची संख्या INVENTORY NO.

U. K. PANDA

NAME

S. Rama

A. Ranjeur

TSX(MTE)-21-17 1.

04 23-09-21

संस्थान क्रय विनिर्देश (हीप - हरिद्वार)

PLANT PURCHASE SPECIFICATION

HW 19391 पुष्ठ का **Page** 2 of 3

n 4

SUPERSEDES (VENTORY NO. संख्या व

T T

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not be used directly or indirectly in any way detrimental to the interest of the company

स्वत्वाधिकार एवं गोपनीय : भारत हेने इनेन्द्रीकरत में सम्बन्धित है इसका प्रथा । , जो कि कन्मते से हित में इनिकास हो नो किया : एवं गोपनीय प्रलेख में दी गई स् में जिली भी सरह 9

ड एके अंत्रत्यक्ष १ जाए

NVENTORY NO 1000 सामधी सूची संख्या

(HEEP - HARIDWAR)

| | | | | | •• |
|----|-------------|-------|---------------|----|-------------|
| С | 0.04 - 0.10 | Si | ≤ 1.00 | Mn | ≤ 1.00 |
| Р | ≤ 0.010 | S | ≤ 0.010 | AL | 1.00 - 1.80 |
| В | ≤ 0.008 | Cr | 18.00 - 21.00 | Ni | ≥65.00 |
| Cu | ≤0.20 | Co | ≤ 1.00 | Ti | 1.80 - 2.70 |
| Fe | ≤1.50 | Ti+Al | ≥3.50 | | |

Following values shall be aimed at: $Si \le 0.25$; $P \le 0.005$; $S \le 0.005$

10.0 TEST SAMPLES:

A hardness test shall be performed on all rings at two diametrically opposite positions. At least three hardness indents per position are to be made.

The mechanical properties are to be determined at one forging per melt and heat treatment batch. The specimens are to be taken out of a test sample that has undergone an analogous forming process as the ring. The test sample shall be placed by the rings during the whole heat treatment.

11.0 MECHANICAL PROPERTIES:

The following properties shall be achieved in delivery condition at room temperature:

11.1 Tensile:

When tested as per IS 1608, the test pieces after being heat treated as per Cl: 6.0 shall show the following properties. Following values are for information only. Actual values are to be taken from the standard.

| 0.2% Proof | Tensile Strength | Elongation | Reduction | Impact | Hardness |
|------------------|------------------|---------------------------|-------------|-------------|-----------|
| Strength (N/mm²) | (N/mm²) | (l ₀ = 5d) (%) | In area (%) | Energy (J)1 | HB30 |
| ≥ 600 | 1000 - 1300 | ≥ 12 | ≥ 12 | ≥ 20 | 305 - 405 |

¹ Average of 3 Charpy V-notch specimen. Each tested specimen shall reach at least 70% of this average value.

11.2 Metallographic Examination:

A metallographic examination has to be performed per melt and heat treatment batch at two diametrically opposite locations.

The ASTM grain size has to be determined in accordance with ASTM E112.

A homogenous microstructure along the whole section of the ring with a grain size 3 to 6 in accordance with ASTM E112 must be achieved. A grain size Duplex ALA3 according to AsmE39Q is acceptable.

12.0 NONDESTRUCTIVE TESTING:

- 12.1 Following NDE shall be performed in delivery condition:
 - Visual inspection
 - Verification test
 - 100% UT- inspection in simple shaped condition according to EN 10228-4 type 3b and 3c (table 2). 100% surface crack inspection in delivery condition according to EN 571-1 or to a similar procedure.

12.2 Criteria for registration and decision:

Regarding the UT- inspection quality class 3 (table 4) according to EN10228-4 shall be applied. The decision limit for loss of back wall echo is 3 dB and for the real reflector length 10mm.

Defects that will be cut during final machining shall be evaluated individually.

Surface crack inspection - All indications shall be recorded and evaluated individually

REV 04

| निर्माणकर्ता WORKED BY | Ashish Ranjan | Alayain | 01,09.17 |
|---------------------------|-------------------|---------|----------|
| जांचकर्ता CHECKED BY | Gopal Krishnan | puller | 01.09.17 |

Forgings shall be suitably packed to prevent corrosion and damage during transit. Machined surfaces

Each package or forging (when supplied separately) shall be legibly marked with the following

HW19391

BHEL Order No.

Drawing no.

Batch No.

Weight.

Supplier's name

18.0 REFERRED STANDARDS (Latest Publications Including Amendments);

1. IS: 1608

2. EN 10228-4.

3. EN10204

4. EN10269

5. EN 571-1

Ashish

Ranjan

जांचकर्ता CHECKED BY

WORKED BY

निर्माणकर्ता

Gopal Krishnan 01.09.17

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REV 04



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DATE

PG. NO.

QUALITY PLAN
CREEP RESISTANT SMALL FORGINGS SPECN: HW-19391

ROUGH MACHINED

| SL.NO. | COMPONENT / | CHARACTERISTIC | TYPE/METHOD OF | EXTENT OF CHECK | REFERENCE | ACCEPTANCE NORM | FORMAT OF RECORD | AGE | ENCY | | REMARKS |
|--------|---------------|--|---|---------------------------|--|--------------------|------------------------|-----|--------|--------|--|
| 0 | OPERATION | CHECKED | CHECK | CHECK | DOCOMENTO | 11011111 | | P | W | V | |
| | | | | | | | | | | | |
| 1.0 | INGOT/BLOOM/ | a) IDENTIFICATION | VISUAL | 100% | SPECN HW19391 | SPECN HW19391 | INSPECTION REPORT | 3 | - | 2 | |
| | BILLETS | b) COMPOSITION | REVIEW OF DOCUMENTS | 1 SAMPLE PER MELT | SPECN HW19391 | SPECN HW19391 | T.C. | 3 | - | 2 | |
| | | c) VACUUM MELTING | REVIEW OF DOCUMENTS & PROCESS | 100% | -DO- | -DO- | I.R. | 3 | - | 2 | |
| 2.0 | FORGING | a)HEAT TRETMENT | REVIEW OF H.T.CHART/REPORT | 1 SAMPLE PER HT BATCH | SPECN HW19391 | SPECN HW19391 | H.T.CHART / REPORT | 3 | | 2 | Y Y |
| | | b) TRANSFER OF MARKING ON INTEGRAL | TRANSFER OF MARKING | 100% | | | Q.C.Record | 3 | 2 | - | , |
| | | TEST PIECES c)MECHANICAL PROPERTIES | MECHANICAL TESTS ON IDENTIFIED TEST | 100% | SPECN HW19391 | SPECN HW19391 | T.C. | 3 | 2 | - | |
| | | d) COMPOSITION | PIECES CHEMICAL ANALYSIS | 1 SAMPLE PER H.T.BATCH | SPECN HW19391 | SPECN HW19391 | T.C. | 3 | - | 2 | |
| | | e) DP TEST ON FORGING | DP TEST | 100% ON ALL FORGINGS | AA0850131 | HW19391, | DP TEST REPORT | 3 | 2 | - | 100% DP TEST BE WITNESSE BY BHEL |
| | | | | | | | | | | | INSPECTOR |
| | | f) SOUNDNESS OF FORGING AFTER SKIN CUT | ULTRASONIC TESTING | 100% ON ALL FORGINGS | SPECN HW1939 | 1 SPECN HW19391 | U.T.REPORT | 3 | 3 2 | 2 | WITNESSED BHEL INSPEC |
| | | g) HARDNESS OF FORGING | HARDNESS TEST | 100% ON ALI FORGINGS | the state of the s | SPECN HW19391 | T.C. | | 3 | 2 | - |
| 3.0 | (AFTER ROUG | | MEASUREMENT | 100% | DRAWING/PC | DRAWING/F | PO DIMENSION REPORT | 1 | 3 | - | 2 |
| | M/C) | IDENTIFICATION & MARKING | PUNCHING HEAT NO P.O. NO., INSPECTOR SEAL | | | | INSPECTIO REPORT | | 3 | 2 | - |
| | | PREVENTION FROM RUST | VISUAL | 100% | | - | INSPECTION REPORT | | 3 | 2 | - |
| QP. | NO. RV/C&F/95 | | APPROVED BY | Morel | V.KUMAR | LEGENE | P = PERFORM | т | C - TE | EST CE | RTIFICATE |
| | TE 07.07.06 | | SIGNATURE & DATE | Mart | The second secon | | W = WITNESS | | | | REATMENT |

V = VERIFY

3= VENDOR

2= BHEL