

Enq. S.No.	Specification	Material code	Item Description	Unit	Quantity	Delivery Schedule
1	Attached	CG2125950014	TWIN RAM DIE SINKING EDM	EA	1	Supply - 40 weeks from date of PO E&C period - Within 4 weeks from site readiness confirmation

Remarks:

1. Bidder shall be submit Specification/Drawings/PQC documents duly signed and stamped along with technical offer.
2. All other terms & conditions are as per attached standard Commercial T&C. Standard Commercial T&C has to be submitted duly filled and signed and stamped along with Techno-Commercial Offer.
3. Bidders are requested to accept Delivery schedule mentioned in NIT. BHEL reserves the right to reject the offer of the bidder if the quoted delivery schedule is beyond the Tender Delivery schedule.
4. Reverse Auction -Not Applicable
5. EMD - Applicable - Rs 2,00,000.
6. CEBG-10% Applicable as per NIT documents.
7. PBG - applicable 10% as per NIT documents.
8. Erection & Commissioning -Applicable in the scope of Supplier, Bidders to quote Price Separately for Supply of Equipment and E&C charges.
9. Bidders shall submit all Tender Documents duly filled, signed and stamped along with Offer.
10. This enquiry is in two part bid system.

11. Technical bid/Unpriced should be sent to technicalbid_hyd@bhel.in & price bid should be sent to pricebid_hyd@bhel.in.

PRE QUALIFICATION CRITERIA (PQC)

CNCTWIN RAM EDM DIE SINKING MACHINE

SECTION - I : QUALIFYING CRITERIA

The BIDDER has to compulsorily meet the following requirements to get qualified for considering the technical offer for the CNC TWIN RAM EDM DIE SINKING MACHINE

SL NO	REQUIREMENTS	VENDOR'S RESPONSE
1.0	a) Only those vendors (OEMs), who have supplied and commissioned at least one CNC TWIN RAM EDM die sinking machine, (in which both the RAMs are being used simultaneously for machining) in the past ten years (on the date of opening of Tender) and referred machine is presently working satisfactorily for more than one year (on the date of opening of Tender) after commissioning, should quote. However, if referred machine (s) has/ had been supplied to BHEL, then the machine should be presently working satisfactorily for more than six months (on the date of opening of Tender) after its commissioning and acceptance in BHEL. The following information should be submitted by the vendor about the companies where referred machine (s) have been supplied. Note: Only machines with all axes (X,Y,Z and C) with CNC control shall be considered.	

The vendor should submit following information where similar machine has been supplied for qualification of their offer.

1.1	Name and postal address of the customer or company where similar machine is installed.	
1.2	Name and designation of the contact person of the customer.	
1.3	Phone, FAX no and email address of the contact person of the customer	
1.4	Month and Year of commissioning of the machine.	
1.5	Application for which the machine is supplied.	
1.6	Performance certificate from the customers regarding satisfactory performance of machine supplied to them (Original Certificate or Through e-mail directly from the customer. Refer Clause 10.0 below).	
1.7	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	

SECTION- II

The BIDDER / VENDOR is requested to provide the following information:

SL NO	REQUIREMENTS	VENDOR'S RESPONSE
2.0	The BIDDER / VENDOR to furnish Reference List of Customers, with full address, details of contact person, where CNC TWIN RAM EDM DIE SINKING MACHINES have been supplied in the past.	
3.0	Specify details of CNC TWIN RAM EDM DIE SINKING MACHINES supplied to other units of BHEL, if any. (Year of commissioning, pulse generator amperage, X, Y, Z & C axes traverse distance, CNC make and model)	
4.0	Details on SERVICE-AFTER-SALES Set-up in India Including the Address of Agents / Service Centers in South India.	
5.0	Any Additional data to supplement the manufacturing capability of the BIDDER for the subject equipment.	

SECTION-III

The BIDDER to note:

SL NO	REQUIREMENTS	VENDOR'S RESPONSE
6.0	The BIDDER / VENDOR shall submit the technical offer(unpriced) in TWO PARTS. 1. Technical Offer [with PQC & Technical specification] 2. Commercial Offer. (un priced)	

PRE QUALIFICATION CRITERIA (PQC)		
CNCTWIN RAM EDM DIE SINKING MACHINE		
7.0	The Technical Offer shall contain a comparative statement of Technical Specifications demanded by BHEL and Offer Details submitted by the Bidder , against each clause.	
8.0	The Technical Offer shall be supported by product Catalogues & Data Sheets and also technical details of Bought- Out- Items with copies of Product Catalogue to the extent possible.	
9.0	The Commercial Offer (given along with the Technical Offer) shall contain the Scope of Supply and the Un-Priced Part of the Price-Bid, for confirmation.	
10.0	For obtaining the performance certificate from the customer, a format is provided in SECTION-IV	
SECTION -IV		
The Performance certificate should be produced on Customer's Letter Head .		
PERFORMANCE CERTIFICATE		
1	Supplier of the Machine	
2	Make & Model of the Machine	
3	Month & Year of Commissioning	
4	Application for which Machine is used	
5	Machine Details:	
5.1	Pulse generator amperage	
5.2	X, Y, Z & C- Axes traverse	
5.3	CNC make and model	
6	Performance of the Machine (Satisfactory/ Un-satisfactory)	
7	Any Other remarks	
	Date:	Signature & Seal of the Authority Issuing the performance Certificate
Financial Pre Qualification requirement.		
1	The average annual financial turnover of the bidder during the last 3 Financial Years ending 31st March 2024 should be at least ₹3 Cr. Minimum two years of audited balance sheet/profit & loss account for newly established company. Copies of audited balance sheet/profit & loss account for the last three financial years, copy of Income tax returns for last three years to be submitted.	VENDOR TO CONFIRM
2	The Bidder should have been profitable in any of the last 3 financial years ending March 2024 i.e. 2021-22, 2022-23, 2023-24. Audited balance sheet and Profit & Loss Statements or a certificate from CA confirming the same to be submitted.	VENDOR TO CONFIRM

TECHNICAL SPECIFICATION		
Heavy Power Equipment Plant, Bharat Heavy Electricals Limited, Ramachandrapuram -502032		Enquiry No. & Dt.:
		Due Date :
		Supplier's Ref.:
		Date :
ITEM:CNC TWIN RAM DIE SINKING EDM MACHINE		
SL NO.	BHEL TECHNICAL SPECIFICATION	
1.0	PURPOSE & WORKPIECE MATERIAL	
1.1	PURPOSE / APPLICATION: CNC Twin Ram Die Sinking EDM Machine is required for machining chord length and seal slots on Gas Turbine nozzle segments, shrouds and diaphragms for Power Generation Industry.	Vendor to note & accept
1.2	WORK PIECE MATERIAL: Machine shall be suitable for machining components of cobalt and nickle based alloys, Inconel, Titanium, stainless steel, ferrous metals like carbon steel, alloy steel, cast steel, cast iron etc.	Vendor to note & accept
1.3	ELECTRODE MATERIAL: Machine shall be suitable for machining the components with graphite electrodes, copper electrodes etc.	Vendor to note & accept
1.4	Vendor shall specify all types of electrode materials that machine is compatible along with technology parameters	Vendor to specify
2	SPECIFICATION:	
2.1	MACHINE CONFIGURATION: The CNC EDM Machine shall consist of a Machine Tool Unit, Dielectric Filtration & Cooling System, Sludge separation system, Generators, CNC Control Units, Fume extraction system, Fire suppression system, Air compressor unit, automatic tool clasper and Electrode holders parking system. Electrode holders parking columns shall be provided on both sides of the machine so that the both rams can pick up the holders as per programme requirement.	Vendor to note & accept
2.2	AXIS TRAVERSES AND RAM DETAILS	
2.2.1	X-axis (Longitudinal axis)	
2.2.2	X-axis Individual travel (each ram) : 850 mm or more	Vendor to confirm & specify
2.2.3	X-axes total travel with both rams	Vendor to specify
2.2.4	Minimum distance between the twin head centers : (range 600mm to 800mm)	Vendor to specify
2.2.5	X-axis feed rate (Infinitely variable)	Vendor to specify
2.2.6	X-axis rapid traverse rate	Vendor to specify
2.2.7	X-axis positioning resolution	Vendor to specify
2.2.8	Y-axis (Transverse axis)	
2.2.9	Y-axis travel : 500mm or more	Vendor to confirm & specify
2.2.10	Y-axis feed rate (Infinitely variable)	Vendor to specify
2.2.11	Y-axis rapid traverse rate	Vendor to specify
2.2.12	Y-axis positioning resolution	Vendor to specify
2.2.13	Z- axis (Vertical axis)	
2.2.14	Z-Axis travel: 400mm or more	Vendor to confirm & specify
2.2.15	Z-axis feed rate (Infinitely variable)	Vendor to specify
2.2.16	Z-axis rapid traverse rate	Vendor to specify
2.2.17	Z-axis positioning resolution	Vendor to specify
2.2.18	C-Axis (Rotary Axis)	
2.2.19	C-axis travel: 360°	Vendor to confirm & specify
2.2.20	C-axis shall be in locked position during machining	Vendor to confirm
2.2.21	C-axis maximum rotation speed	Vendor to specify
2.2.22	C-axis positioning resolution	Vendor to specify
2.2.23	C-axis: 2 No's (one per head)	Vendor to confirm
2.2.24	RAM	
2.2.25	Number of Rams: 2 No's	Vendor to confirm
2.2.26	Both the RAMS shall work simultaneously on the work piece	Vendor to confirm
2.2.27	Ram Axes shall be independently programmable with Independent Drives and Feed back system.	Vendor to confirm
2.2.28	Ram Cross section (L x B)	Vendor to specify
2.2.29	Load carrying capacity of each RAM :100kg or more	Vendor to confirm and specify
2.2.30	Maximum electrode weight with C-axis: 50kg or more	Vendor to confirm and specify
2.3	WORK TABLE :	
2.3.1	Work Piece clamping table size (l x b) 1500 x 900 mm	Vendor to confirm and specify
2.3.2	Load carrying capacity of work table (Tons) 1Ton or more	Vendor to confirm and specify
2.3.3	Maximum. Job envelope (l x b x h): 750 x 600 x 350mm	Vendor to Note
2.3.4	Clearance between machine table and ram head (minimum / maximum)	Vendor to specify

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SL NO.	BHEL TECHNICAL SPECIFICATION	
2.3.5	a).The machine table top should be provided with T-slots at suitable pitch.T-slot Number, size and pitch of T-slot, Central Slot tolerance , Lateral slot size and tolerance to be specified in the technical offer. Drawing for the same to be provided. b).The table top and central tennon shall be accurately machined for using as reference surface. c) The machine shall have locating hole at centre of the machine table (at zero point) and Ø25H7, 4 holes to be provided on corners of squares- sq250mm and sq500mm (total 8 holes)	Vendor to offer
2.3.6	Maximum clamping torque on work table (Nm)	Vendor to specify
2.3.7	Machine table center finding probe shall be provided along with the machine.	Vendor to offer
2.4	WORK TANK	
2.4.1	Size of the work tank	Vendor to specify
2.4.2	Minimum size of the work tank required: l x b x h: 1650 x 1000 x 600mm	Vendor to note
2.4.3	Work tank shall be designed in such a way that it shall accommodate the following size of job, job mounting plate and Electrode holders during machining operation 1. Maximum Job Size: l x b x h: 750 x 600 x 350mm 2. Job Mounting plate size: l x b x h: 800 x 800 x 60mm 3. Maximum Electrode holder size on each ram: l x b x h : 350 x 575 x 460mm Operation indicates both the rams working simultaneously with their respective electrode holders at each end with the job on the work table in the center. Vendor shall visit the BHEL works and shall understand the complete working function of the machine.	Vendor to note
2.4.4	Work tank : Rise and fall type door system	Vendor to specify
2.4.5	Filling height of work tank with dielectric fluid	Vendor to specify
2.4.6	Liquid volume of work tank	Vendor to Specify
2.4.7	Necessary valves and controls shall be provided for filling dielectric fluid in the work tank up to required levels depending on job size.	Vendor to confirm
2.4.8	Design of work tank shall be in such a way that it shall not obstruct the movement of both rams from Electrode holder parking system to work table during job setting, electrode holder pick up and parking.	Vendor to confirm
2.4.9	Capacity of the dielectric fluid storage tank.	Vendor to specify
2.5	DIELECTRIC FLUIDS	
2.5.1	Machine shall work with suitable dielectric fluids available in market and complying to Indian safety standards.	Vendor to confirm
2.5.2	Dielectric fluid suggested by the vendor shall be easily disposable meeting environment standards	Vendor to confirm
2.5.3	First filling of the Dielectric fluid shall be done by the vendor during the job prove out at BHEL works.	Vendor to confirm
2.6	ELECTRODE HOLDER PARKING SYSTEM	
2.6.1	The Electrode holder parking system shall be suitable for automatic loading and unloading of electrode holders at all parking stations.	Vendor to confirm
2.6.2	Number of parking positions: Minimum 4 No's (2 on each side)	Vendor to confirm
2.6.3	Maximum load carrying capacity of each station is 100kg or more	Vendor to note and confirm
2.6.4	The design of electrode holder parking system shall be compatible with the existing BHEL Electrode holders (refer annexure-I) and automatic tool clamber (refer clause 2.7).	Vendor to confirm
2.6.5	Platform below the Electrode holder parking area shall have provision to drain the residual EDM oil and sludge falling from the electrode holder after machining.	Vendor to confirm
2.6.6	General Arrangement drawing of the machine along with electrode holder parking system shall be submitted along with the offer.	Vendor to confirm
2.6.7	Vendor shall visit BHEL Hyderabad unit / or shall have a video call for complete understanding of job prove out components, existing electrode holders, existing electrode holder parking system before submission of technical offer.	Vendor to confirm
2.7	AUTOMATIC TOOL CLAMPER (ELECTRODE HOLDER INTERFACE)	
2.7.1	Automatic tool clamber is the adapter plate between the electrode holder and machine ram used for lifting / moving the electrode holder from electrode holder parking station and machining the components.	Vendor to confirm
2.7.2	Automatic tool clamber shall be compatable with the existing Electrode holders available with BHEL. Related drawings are attached at Annexure-I	Vendor to confirm
2.7.3	Electrode holder drawings are provided at Annexure-I for designing atomatic tool clamber. Vendor shall design the automatic tool clamber in such a way that it is compatilbe for both : a) holding the existing electrode holders available with BHEL and b) Parking the electrode holders in the electrode holder parking system.	Vendor to confirm
2.7.4	Vendor shall visit BHEL or shall have a video call for complete understanding of existing Electrode holders, Electrode holder interface, jobs, machining process and other requirements of this specification before submission of technical offer.	Vendor to confirm
2.7.5	Number of automatic tool clamber plates to be supplied by the vendor : 8 Nos	Vendor to confirm
2.7.6	Detail dimensional drawing of automatic tool clammers to be provided.	Vendor to confirm

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SL NO.	BHEL TECHNICAL SPECIFICATION	
2.7.7	Provision of compressed air blow for cleaning tool head / collet at C-axis during manual tool change through push button mounted on hand wheel or at convenient location.	Vendor to confirm
2.7.8	Manual loading of electrode holder should be possible. Vendor shall provide this option through machine hand pendant /custom built screen with proper safety interlocks for manual clamping and unclamping of electrode holder.	Vendor to confirm
2.8	PULSE GENERATORS	
2.8.1	Two Pulse generators for each ram (100A +100A Booster) , Total 400 Amperes shall be provided for the machine.	Vendor to Confirm
2.9	FEEDS AND DRIVE SYSTEMS:	
2.9.1	Feed drives / motors for X,Y,Z & C axes (AC servo motors) shall be digital type of reputed make (Details of model, make, type etc. to be submitted)	Vendor to offer
2.9.2	Maximum feed force for all axes	Vendor to specify
2.9.3	Feed back system for X, Y & Z axes: Heidenhain linear scales or Fagor linear scales with pressurised compressed air cleaning (Details to be submitted by the vendor). The Air supply system shall have suitable drier, if required.	Vendor to offer
2.9.4	Feed back system for C Axis: Encoder of Heidenhain/ lenord bauer/ siemens make or other reputed make. (Details to be submitted by the vendor)	Vendor to offer
2.9.5	Details of system to ensure zero backlash for the axes	Vendor to offer
2.9.6	Mechanism for locking X, Y, Z and C axis	Vendor to specify
2.9.7	Feedback system for Electrode holder pick up to be provided	Vendor to offer
2.9.8	Vendor to furnish material , hardness of guidways & constructional details , including explanatory drawings of various components / assemblies like gear box , guideways / slides , telescopic covers,assessoris ,Table , Feed transmission system, feed back system etc. of the machine.	Vendor to specify
2.9.9	TYPE OF POWER TRANSMISSION: Backlash free re-circulating ball screw with pre-loaded double nut for all linear axes. (Complete description of the aforesaid including diameter & make of Ball Screw for each axis, to be submitted with the offer) Pre-load should be mentioned.	Vendor to specify
2.10	MACHINE GUIDEWAYS:	
2.10.1	All linear axes shall be provided with Linear Motion guide ways with ball screws	Vendor to Confirm
2.10.2	Centralized auto grease lubrication shall be provided for all guide ways, ball screws with metering cartridges, necessary electrical interlock and fail safe systems where ever required .	Vendor to offer
2.10.3	Protective covers shall be provided for X, Y and Z axes guide ways.	Vendor to offer
2.11	CONSTRUCTION:	
2.11.1	Vendor to furnish details of material, hardness & constructional details, including explanatory drawings of various Components/ Assemblies of the machine.	Vendor to submit
2.11.2	Video images on pendrive including hard copy explaining the technical features/ Literature with photographs, drawings explaining the technical features should be enclosed with the offer.	Vendor to submit
2.11.3	Platform around the work table is used by operators while loading electrode holder, inspection of job and cleaning.Platform around the work table inside the cabinet shall bear the load of electode holders and two working operators at a time.	Vendor to confirm
2.11.4	Available Area for installation of the machine along with its complete auxiliaries (width x depth x height) (4800 mm x 4500 mm x 3500 mm)	Vendor to note
2.11.5	Name plate with make, model, capacity, etc shall be provided for all the systems (Refer clause 2.1) of the machine.	Vendor to confirm
2.12	OPERATION AND CONTROL SYSTEM:	
2.12.1	CNC SYSTEM & FEATURES :	
2.12.1.1	Make	Vendor to note & accept
2.12.1.2	Type	Vendor to submit
2.12.1.3	Model: Latest version available at the time of order, from a reputable manufacturer with a strong presence in India for after-sales service and spare parts support.	Vendor to offer and submit details
2.12.1.4	Details of Standard features	Vendor to submit
2.12.1.5	Details of optional features such as parametric programming, copy & paste of programs and others recommended by vendor for proveout components for specified operations or foreseen as required keeping in view of offered accessories/systems/special features etc..	Vendor to submit
2.12.1.6	The sytem shall have Planetary functions- Standard (Polygon, Circular,vector, XYZ,Spherical,Taper, etc)	Vendor to confirm
2.12.1.7	CNC control with 3-D Program capability using G-code programming.	Vendor to confirm
2.12.1.8	Co-ordinate system transformation and rotation shall be provided (ie. CNC system shall have the provision for rotation of the plane of machining about an axis.)	Vendor to confirm
2.12.1.9	File system to store different file types: Programs, technologies, offsets, traverses, compensations. File browser facility.	Vendor to confirm
2.12.1.10	Background editing: The control system should allow for simultaneous program editing and program execution.	Vendor to confirm
2.12.1.11	The CNC system's HMI shall include a dedicated Tool Management screen.	Vendor to confirm

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ITEM:CNC TWIN RAM DIE SINKING EDM MACHINE		
SL NO.	BHEL TECHNICAL SPECIFICATION	
2.12.1.12	The system should have an Operator's Panel with LCD color display (20 inch or more), Machine Control Panel , Full CNC Keyboard, Mouse/Trackball for navigation, Communication Ports including Ethernet Ports, USB Ports for data transfer.The CNC System shall also have Electronic hand held unit for convenient manual control of all machine axes and other machine functions, Graphic Simulation for program verification, telediagnosics. Pre-install the latest version of the CNC system software and any other required software applications for complete functionality.	Vendor to offer and submit details
2.12.1.13	HMI PC shall have latest generation processor with adequate SSD hard disk and latest generation RAM of adequate capacity to run the HMI smoothly without any lag.	Vendor to confirm
2.12.1.14	Fast & user-friendly Graphic Simulation for program verification prior to actual running shall be pre-installed	Vendor to offer
2.12.1.15	A QWERTY keyboard and optical mouse must be integrated in the operator panel/ pendant for program editing via a covered, sliding tray.	Vendor to offer
2.12.1.16	The HMI shall include a dedicated screen for PLC diagnostics, displaying real-time I/O status.	Vendor to offer
2.12.1.17	In-cycle hour counter with reset facility shall be provided.	Vendor to offer
2.12.1.18	The CNC system shall include a dedicated process visualization screen for real-time monitoring of critical parameters for erosion process optimization. This screen should display: Sparking Condition: Visually represent the current sparking condition, allowing for quick assessment of the process. Automatic Parameter Correction: The system should offer automatic correction of key process parameters, such as on-time, off-time, and current, based on real-time sparking condition data. Eroding Current: Display the actual eroding current value in real-time Actual Gap Value: Continuously monitor and display the actual gap between the electrode and workpiece Axis Movement Path Trace Graph: Provide a graphical representation of the actual movement path of each axis during operation.	Vendor to offer
2.12.1.19	Both the CNCs shall enable communication and robust safety interlocks. A serious fault on the first CNC must trigger a safe reaction on the second to prevent cascading failures.	Vendor to confirm
2.12.1.20	Analog meters should be placed on the operator panel indicating eroding current and gap voltage during the process	Vendor to offer
2.12.1.21	Energy meter for indicating total energy consumption of the machine shall be provided.	Vendor to offer
2.12.1.22	Safety relays used in the machine shall be of Pilz, Eaton or telemechanique make	Vendor to confirm
2.12.2	HAND HELD UNIT (HHU):	
2.12.2.1	The machine shall be equipped with individual HHUs for each ram with jog axes control and with sufficient cable length to comfortably reach the worktable from various positions around the machine. These HHUs should include functionalities that simplify job setting and work offsets. Emergency buttons to be provided on the HHUs	Vendor to offer
2.12.2.2	It shall have a magnetic base.Operator working area and approach surfaces like, Ram heads,front columns of machine, front doors and working platform on machine shall be made of magnetic material.	Vendor to confirm
2.12.3	MANUAL CONTROL	
2.12.3.1	Complete manual control of machine with required mechanical or soft switches / keys should be provided on operator's panel for selection of required cutting feed, cutting feed on/off, display of axis position values etc, for manual machining operations without using CNC program / MDI mode. Diagram / Sketches for switches / keys provided on operators pendant should be submitted.	Vendor to confirm. Layout of panel showing requisite switches to be submitted.
2.12.4	DIAGNOSTIC SYSTEMS	
2.12.4.1	The vendor shall provide a comprehensive fault diagnostic system for the CNC system. This system must have clear fault codes, description of underlying causes of the fault and recommended corrective actions. Any Software or Hardware required for this shall be provided.	Vendor to offer & submit
2.12.4.2	PC Notebook: The supplier shall include a PC notebook (Dell, HP or Lenovo make) pre-loaded with: Licensed PLC Software: A copy of the PLC/CNC software used for data loading and troubleshooting purposes may be preferably provided. Communication Cables: All necessary cables for connecting the PC notebook to the CNC/PLC system for data transfer and logic manipulation as advised by the OEM. Required Hardware/Adapters: Any additional hardware or adapters needed for communication with the CNC/PLC system. PLC User Logic Online Display: The ability to view and monitor the PLC user logic program directly on the PC notebook though any software may be preferably provided. During commissioning, the supplier shall demonstrate the: Procedure for using the fault diagnostic system. Process for data transfer/ data restoration between the PC notebook and the CNC/PLC system. Method for transferring and viewing PLC logic on the PC notebook if available.	Vendor to Offer

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SL NO.	BHEL TECHNICAL SPECIFICATION	
2.12.4.3	The PC notebook should also contain the following electronic documentation: Electrical Schematics: Complete electrical diagrams for the CNC system. Mechanical Assembly Drawings: Detailed assembly drawings for all mechanical components. Pneumatic Circuit Diagrams: Schematics for the machine's pneumatic circuits. Operation and Maintenance Manuals: Comprehensive manuals for operating and maintaining the CNC system. Machine Alarm List with Help Text: A list of all machine alarms with corresponding explanations. Wiring Diagrams: Complete wiring diagrams for the CNC system.	Vendor to confirm
2.12.4.4	Drive/ Motor diagnostic softwares tools and necessary hardware like cables for troubleshooting and monitoring shall be installed on the notebook PC. The functionality of the same shall be demonstrated during commissioning. The backup copies of drive data shall be provided and installation of spare drive on the machine should also be demonstrated	Vendor to confirm
2.12.4.5	Machine should have provision to switchover from direct position feedback system (linear scale/encoder) to indirect position feedback system (motor encoder) and vice-versa. (for troubleshooting & maintenance purposes)	Vendor to offer
2.12.4.6	Help guide should be provided to use both diagnostic systems	Vendor to offer & submit
2.12.5	NETWORKING	
2.12.5.1	Machine control should have necessary hardware and software for interfacing with Ethernet Local Area Network for NC program and other related data transfer. This network to be connected to wide area network/Internet/BHEL intranet. The networking should have following capabilities:	Vendor to offer
2.12.5.2	The machine shall appear as a node in the Entire Network. (Network Neighbourhood)	Vendor to offer
2.12.5.3	The program transfer shall be by simple copy and paste method provided sharing access is allowed between any PC and the machine across the network.	Vendor to offer
2.12.5.4	The program transfer between CNC system and network should also be possible in CNC Mode.	Vendor to offer
2.12.5.5	The CNC system shall be equipped with an industry-grade external Ethernet port extension cable. This cable should be pre-routed from the HMI PC to the dedicated Ethernet port located on the control panel. This pre-routed cable will facilitate easy connection of the CNC system to the company network	Vendor to confirm
2.12.6	MACHINE MONITORING SYSTEM (MMS) SIGNALS	
2.12.6.1	Following MMS signals would be made available on a specifically earmarked terminal strip. These MMS signals would be sourced from CNC system/PLC output card separately.	Vendor to offer
2.12.6.2	Control ON	Vendor to offer
2.12.6.3	Cycle ON	Vendor to offer
2.12.6.4	Generator Running	Vendor to offer
2.12.6.5	Feed Active (Any of the axes moving)	Vendor to offer
2.12.6.6	Program Stop	Vendor to offer
2.12.7	UPS FOR CNC SYSTEM :	
2.12.7.1	The CNC system shall include a UPS with a specified runtime sufficient to allow the HMI PC, CNC/PLC, and other designated critical components to complete a controlled shutdown during a power outage, preventing damage to sensitive electronic components. The UPS shall not be required to power the entire machine	Vendor to offer
2.13	MACHINE LIGHTS	
2.13.1	Machine Lights for sufficient illumination of complete working area including operator's panel should be provided for clear visibility.	Vendor to offer
2.13.2	A magnetic base portable spot light with sufficiently long cable should also be provided.	Vendor to offer
2.13.3	All light fittings, consumables, adapters/receptacles should have compatibility with Indian equivalents	Vendor to offer
2.13.4	Flashing/Rotary type light indicating end of cutting, program stop, alarm etc. at a easily visible & suitable place.	Vendor to offer
2.14	AIR CONDITIONERS	
2.14.1	Independent air conditioners with Dehumidifiers of reputed make (Advance, Rittal or equivalent) with suitable & sufficient capacity to be provided for each Electrical / Electronic Panels / Cabinets including Operator's Panel considering specified ambient conditions. Detailed specifications of the same are to be submitted. Refrigerant to be used (R134A)	Vendor to offer
2.14.2	In case of order vendor shall provide following information about Air Conditioners and Chiller Unit (s) used in the machine: Type of Refrigeration/ Chiller unit. The Capacity of the chiller unit. Type of compressor with complete specifications.	Vendor to confirm
2.14.3	Dielectric fluid cooling system to be provided / Dielectric chiller unit	Vendor to offer
2.15	PNEUMATICSYSTEM (DETAILS TO BE SUBMITTED BY THE VENDOR) :	
2.15.1	AIR COMPRESSOR	

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2.15.1.1	Independent Air/Oil cooled, Screw Type Air Compressor (of reputed Indian make Elgi, Chicago Pneumatic or Ingersol Rand) with refrigerated type Dryer & Filter of suitable/sufficient capacity with all required accessories for the total compressed air requirements of the machine & accessories and to suit required air quality shall be supplied.	Vendor to confirm & offer
2.15.1.2	Make, Type & Model	Vendor to specify
2.15.1.3	Capacity (Discharge Air Flow & Pressure, Motor Power etc.)	Vendor to specify
2.15.1.4	Refrigerant used	Vendor to specify
2.15.1.5	FRL & Air Dryer Unit of appropriate capacity to arrest moisture and other suspended particles etc. In order to provide dry and clean air for machine operation.	Vendor to specify
2.15.1.6	Valves, Switches (Pressure & Flow), FRL should be of Make : Rexroth / Festo/ Bosch	Vendor to offer and confirm
2.15.1.7	Failure indication	Vendor to offer
2.15.1.8	Air compressor unit shall be kept out side the shop floor shed. Approximate distance between wall to the machine is 6 meters	Vendor to note
2.15.1.9	External flushing connections for suction and pressure	Vendor to confirm
2.15.1.10	Dielectric Flushing Gun with sufficient length of pipe for manual cleaning of workpiece and electrode holders shall be provided.	Vendor to confirm
2.16	FIRST FILLING OF OILS	
2.16.1	First filling of all required Oils, lubricants & Grease etc. for the machine, voltage stabilizer, isolation transformer & air-compressor, auxiliary system etc. to be supplied by vendor. Indigenous (Indian) source or Indian equivalent and specifications of oils/ greases are also to be provided by the vendor.	Vendor to offer & submit
2.17	FIRE SUPPRESSION SYSTEM	
2.17.1	Automatic fire extinguishing system with its own controls is to be provided.	Vendor to confirm
2.18	SLUDGE SEPARATION SYSTEM :	
2.18.1	The machine shall be equipped with a highly reliable and durable automatic dielectric fluid sludge filtration system, with a minimum filtration rating of 10 microns to capture even the finest contaminant particles.	Vendor to specify
2.19	FUME EXTRACTION SYSTEM	
2.19.1	Due to the controlled environment of the designated machine area, the machine shall include a standalone fume management solution to effectively remove harmful fumes and particles generated during operation. A suitable fume extraction duct shall be installed to channel the extracted fumes outside the facility. The duct design should consider the 8-meter distance between the machine and fume exhaust point to ensure proper fume capture and removal without re-entry into the controlled environment.	Vendor to confirm
2.19.2	Fumes management system shall ensure fumes are captured from both the rams	Vendor to confirm
2.19.3	The fumes extraction system shall ensure, that the odour and fumes generated during the machining operation is completely sucked from the tank and sent out side the facility.	Vendor to confirm
2.20	SERVO VOLTAGE STABILIZER	
2.20.1	Indian make Oil / Air Cooled Servo Controlled Voltage Stabilizer suitable for complete machine, its drives, controls, PLC etc. for unbalanced load & supply conditions considering specified power supply & ambient conditions.	Vendor to offer
2.20.2	Make (Neel or Servomax or Aplab or equivalent reputed Indian Manufacturer)	Vendor to inform
2.20.3	Model, Rating & Input/Output Voltage etc.	Vendor to inform
2.20.4	Catalogue of the Voltage Stabiliser shall be submitted with the offer.	Vendor to offer
2.21	ULTRA ISOLATION TRANSFORMER	
2.21.1	Indian make Ultra Isolation Transformer suitable for complete machine , its drives, controls, PLC etc. for unbalanced load & supply conditions considering specified power supply & ambient conditions.	Vendor to offer
2.21.2	Make (Neel or Servomax or Aplab or equivalent reputed Indian Manufacturer)	Vendor to inform
2.21.3	Model, Rating & Input/Output Voltage etc.	Vendor to inform
2.21.4	Catalogue of the Ultra Isolation Transformer shall be submitted with the offer.	Vendor to offer
2.22	ELECTRICAL :	
2.22.1	415V + 10% / -10%, 50 Hz +/-3 Hz, 3 Phase AC (3 wire system without Neutral) Power Supply will be provided by BHEL at a single point near the machine, as per layout recommended by Vendor. All types of switches, cables, connections, circuit breakers etc. required for connecting BHEL's power supply point to different parts of the machine/control cabinets including Voltage Stabilizer, Isolation Transformer & Air Compressor etc., shall be supplied by the vendor.	Vendor to accept & offer
2.22.2	Tropicalisation: All electrical / electronic equipment shall be tropicalized.	Vendor to offer
2.22.3	All electrical & electronic control cabinets & panels should be dust and vermin proof.	Vendor to offer
2.22.4	All electrical components in the cabinets should be mounted on DIN Rail.	Vendor to offer
2.22.5	All electrical / electronic panels to be provided with adequate door locks. All electrical & electronic panels including operator's panel should have sufficient illumination and power receptacles/plug points (Type D) of 220Volts, 5/15 Amp AC with on/off switch. All electrical adapters/receptacles, fittings, consumables etc. should be Indian or should have compatibility with Indian equivalents.	Vendor to offer

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2.22.6	All motors shall conform to IEC or Indian Standards	Vendor to offer
2.22.7	All cables moving with traversing axes should be installed in Caterpillar/ Drag chain . Additionally, all the cable trays required for laying of cables should be included in the offer.	Vendor to offer
2.22.8	Vendor should ensure the proper earthing for the machine and its peripherals/accessories. Any material requirement for the same should be informed with foundation design/drawings. The vendor can take earthing connection from the nearest column of the production shop.	Vendor to offer
2.23	SAFETY ARRANGEMENTS (FOLLOWING SAFETY FEATURES IN ADDITION TO OTHER STANDARD SAFETY FEATURES SHOULD BE PROVIDED ON THE MACHINE):	Vendor to offer
2.23.1	Machine should have adequate and reliable safety interlocks / devices to avoid damage to the machine, workpiece and the operator due to the malfunctioning or mistakes. Machine functions should be continuously monitored and alarm / warning indications through lights/ alarm number with messages (on CNC display and panels) should be available.	Vendor to offer
2.23.2	A detailed list of all alarms / indications provided on machine should be submitted by the supplier.	Vendor to submit
2.23.3	All the pipes, cables etc. on the machine should be well supported and protected. These should not create any hindrance to machine operator's movement for effective use of machine.	Vendor to offer
2.23.4	All the rotating parts used on machine should be statically & dynamically balanced to avoid undue vibrations & noise.	Vendor to confirm
2.23.5	Emergency Switches at suitable locations as per International Norms should be provided.	Vendor to offer
2.23.6	Oil & water pipe lines should not run with electrical cable in the same trench.	Vendor to offer
2.23.7	Electrode holder Collision warning system to be provided	Vendor to offer
2.24	ENVIRONMENTAL PERFORMANCE OF THE MACHINE (THE MACHINE SHOULD CONFORM TO THE FOLLOWING FACTORS RELATED TO ENVIRONMENT) :	
2.24.1	Maximum noise level shall be 85 dB(A) at normal load condition, 1 meter away from the machine with correction factor for back ground noise, if necessary. This will be measured as per international standards like DIN 45635-16, if required. Supplier to demonstrate compliance to noise level, if so required.	Vendor to confirm
2.24.2	There shall not be any emissions from the machine except fumes during machining.	Vendor to confirm
2.24.3	There should not be any effluent from the machine. In case there are any effluents from the machine, requisite effluent treatment plant or pollution control device should be built into the machine by the supplier.	Vendor to confirm
2.24.4	No hazardous chemicals shall be required to be used in the machine.	Vendor to confirm
2.24.5	If any safety / environmental protection enclosure is required it should be built in the machine by the vendor.	Vendor to confirm
2.24.6	Paint of the machine should be oil resistant and should not get peeled off and mixed up with dielectric fluid.	Vendor to confirm
2.25	ACCURACY TESTS: GEOMETRICAL ACCURACIES :	
2.25.1	Geometrical Accuracy Tests shall be in accordance with ISO 14137 for values & ISO230-1 & 2 for procedure standard or equivalent applicable standard. Detailed Test Charts for the same, clearly showing the accuracies to be achieved on the machine, shall also be submitted with the offer.	Vendor to confirm
2.25.2	All the above accuracies to be demonstrated to BHEL engineers during pre-acceptance tests at Suppliers works and during Erection & Commissioning at BHEL Works.	Vendor to confirm
2.26	MACHINE POSITIONING & REPEATABILITY ACCURACIES : SHOULD BE MEASURED AS PER VDI/DGQ 3441 (LATEST REVISION) USING LASER INTERFEROMETER.	
2.26.1	Positioning uncertainty (Pa) for X axis	0.015 mm
2.26.2	Positioning uncertainty (Pa) for Y axis	0.01 mm
2.26.3	Positioning uncertainty (Pa) for Z axis	0.01 mm
2.26.4	Positioning uncertainty Pa for C-axis	Vendor to specify
2.26.5	Positional scatter (Ps) for X axis	0.015 mm
2.26.6	Positioning scatter (Ps) for Y axis	0.01 mm
2.26.7	Positioning scatter (Ps) for Z axis	0.01 mm
2.26.8	Positional scatter (Ps) for C-axis	Vendor to specify
2.26.9	Total positioning error P for entire travel for X,Y,Z axes	Vendor to specify
2.26.10	Total positioning error P for C-axis	Vendor to specify
2.26.11	All the above accuracies to be demonstrated to BHEL engineers during pre-acceptance at Suppliers works and during Erection & Commissioning at BHEL Works.	Vendor to Confirm
3	TOOLING / LEVELLING & ANCHORING SYSTEM	
3.1	TOOLS FOR ERECTION, OPERATION & MAINTENANCE	
3.1.1	Tools and Equipment required for erection of the machine shall be brought by the vendor. Necessary tools like Torque Wrenches, Set of job clamping accessories (T-nuts, Studs, Clamp supports), Spanners, Keys, grease guns etc. for operation and maintenance of the machine should be supplied by the vendor. List of such tools should be submitted with offer.	Vendor to offer
3.1.2	One set of tools for service and maintenance of the machine shall be offered	Vendor to offer
3.2	LEVELING & ANCHORING SYSTEM	
3.2.1	Complete set of anchoring materials including foundation bolts, nuts, washers, fixators, leveling shoes etc to fix the machine to the foundation should be supplied. Details to be submitted.	Vendor to offer
4	SPARES :	

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4.1	Itemized breakup of mechanical, pneumatic, electrical and electronic spares used on the machine in sufficient quantity as per recommendation of Vendor for 2 years of trouble free operation on three shifts continuous running basis should be supplied by vendor. The list to include following, in addition to other recommended spares: (Unit Price of each item of spare should be offered)	Vendor to offer
4.1.1	Mechanical, Electrical, Electronics & Pneumatic Spares: Following spares are to be supplied (4.1.2 to 4.1.21)	Vendor to offer
4.1.2	All types of pressure switches, flow switches and float switches shall be provided - 3 No's of each unique type	Vendor to offer
4.1.3	All types of pneumatic valves 3 No's of each unique type	Vendor to offer
4.1.4	All types of shaft seals (2 nos of each type), O-rings & Piston Rings (5 nos of each unique type) used in the machine.	Vendor to offer
4.1.5	10 No's of pull stud/ drawbar set used for electrode clamping	Vendor to offer
4.1.6	All types of filters each variety in 3 No's shall be provided	Vendor to offer
4.1.7	Pneumatic pipe connectors 3 No's each variety	Vendor to offer
4.1.8	Clamping Kit - 1 No.	Vendor to offer
4.1.9	1 set of filters used in fumes extraction system	Vendor to offer
4.1.10	Special Grease/ Cooling Agent if any)- Sufficient qty. for 1 year (operation on 3 shift basis.	Vendor to offer
4.1.11	Scanning Head Unit for Linear Scales (1 No each unique type)	Vendor to offer
4.1.12	One spare hand held unit shall be provided.	Vendor to offer
4.1.13	Spare Hard disk loaded with Ghost of the machine after final commissioning	Vendor to offer
4.1.14	I/O Modules of PLC/ CNC (1 No each unique type)	Vendor to offer
4.1.15	Safety relays used in the machine (1 No each unique type)	Vendor to offer
4.1.16	Axis servo motor and drives (1 No each unique type)	Vendor to offer
4.1.17	One pulse generator of 100A capacity, used on the machine	Vendor to offer
4.1.18	All types of Fuses for 2 year operation	Vendor to offer
4.1.19	Door keys if any shall be provided --2no's	Vendor to offer
4.1.20	Usb pen drive--1no's	Vendor to offer
4.1.21	Technology manual--1no's	Vendor to offer
4.2	STANDARD CONSUMABLES	Vendor to offer
4.2.1	Fitted on machine at the time of despatch	Vendor to offer
4.3	SOFTWARE PACKAGE	Vendor to offer
4.3.1	Programming software, CNC software, operating manuals, technology manuals shall be provided in pendrive or portable memory.	Vendor to offer
5	All types of spares for total machine, accessories, control system and software package should be available for at least ten years after supply of the machine. If machine or control is likely to become obsolete in this period, the vendor should inform BHEL sufficiently in advance and provide drawings of parts / details of spares & suppliers to enable BHEL to procure these in advance, if required.	Vendor to confirm
6	DOCUMENTATION : FIVE SETS OF FOLLOWING DOCUMENTS (HARD COPIES & SOFT COPIES) IN ENGLISH LANGUAGE SHOULD BE SUPPLIED ALONG WITH THE MACHINE	Vendor to confirm
6.1	Operating manuals of Machine & CNC system	Vendor to offer
6.2	Programming Manuals of Machine & CNC system	Vendor to offer
6.3	Detailed Maintenance manual of machine and supplied systems.	Vendor to offer
6.4	Maintenance Interface & commissioning manuals, PLC programming manual for CNC system, Interface & commissioning manuals for spindle ,feed drives and auxiliary drive.	Vendor to offer
6.5	Manufacturing drawings for all supplied clamping jaws and its lead screws, tool holders, coolant connections, fixtures etc.	Vendor to offer
6.6	Catalogues, Operation & Maintenance Manuals of all bought out items including drawings, wherever applicable.	Vendor to offer
6.7	Detailed specification of all rubber items and hydraulic/lube fittings	Vendor to offer
6.8	Operating Manuals, Maintenance Manuals & Catalogues for supplied accessories viz. Voltage Stabilizer, Isolation Transformer, Air-Compressor, etc.	Vendor to offer
6.9	Digital readable copies of PLC/CNC logical interlocks of main machine and auxiliary systems (if used) alongwith Comments, cross reference list and Input/Output list in English shall be preferably submitted	Vendor to offer
6.10	PLC programs, CNC data, PLC data, Drive data, Alarms & messages and all the data backup (which is required in the event of total data loss) shall be supplied on a Pen drive.	Vendor to offer
6.11	Complete ghost back-up of hard disk on a pen drive and clearly written Instructions of taking back-up and reloading/restoration on new hard disk.	Vendor to offer
6.12	Complete list of parts/items/ (Bill of materials) used in the machine in English language along with Make, Specifications, Type No. and Supplier's Address.	Vendor to offer
6.13	Electrical Schematic Diagrams, Wiring Diagrams, Junction Box Layouts, Connector Diagrams and Cable Layouts of the machine in English.	Vendor to offer
6.14	Drawings of machine assemblies/sub-assemblies/parts including Pneumatic/ Dielectric circuit diagrams. All Assembly / Sub Assembly Drawings shall be supplied with the part list marked on it in English.	Vendor to offer

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6.15	One additional set of all the above documentation on CD.	Vendor to offer
6.16	Vendor to confirm that complete list of spares for machine and accessories, along with specification / type / model, and name & address of the spare supplier shall be furnished along with documentation to be supplied with the machine	Vendor to confirm
7	PROVE-OUT MACHINING OF BHEL COMPONENT	
7.1	Vendor shall sign Non disclosure agreement with BHEL after receiving PO. After receiving signed NDA from vendor, details pertaining to job and existing electrode holders shall be provided to vendor by BHEL	Vendor to confirm
7.2	a) Job prove out shall be carried out on two different type of gas turbine nozzle segments (each type 4 no's) and one type of shroud segment (4 No's) at BHEL works. Refer clause 2.6.7 for details of prove out components. b) Material for the Prove-out components, Electrode holders and Graphite Electrodes shall be provided by BHEL. c) As part of job prove out, vendor shall carry out chord length machining and seal slot machining on two different types of Gas turbine nozzle segments and one type of shroud segment to the specified design accuracy and surface finish. d) Drawings of proveout components will be provided after placing PO. e) Vendor shall submit final job setting plan, machining process plan for the proveout machining within two months of placement of order.	Vendor to accept & offer
7.3	Vendor shall be responsible, financially or otherwise, for any deviation/ rejection in proveout component to the extent of cost of Casting/Forging, due to wrong machining or malfunctioning of the machine during proveout machining. The cost of such deviation / rejection, if any, shall be refunded by the vendor to BHEL.	Vendor to accept & confirm
8	TRAINING & PRE-DISPATCH INSPECTION :	
8.1	Vendor shall demonstrate the complete working of the machine at their works during PDI including erosion / sparking on standard piece. Drawing of the standard piece shall be provided by the vendor along with the offer.	Vendor to confirm
8.2	Four BHEL Persons should be trained at vendor's works for the area & period given below: (a) CNC Programming for the machine, measuring system, etc. (Period 1 week) (b) Electrical, Electronic & CNC maintenance for machine & other supplied equipments (Period 1 week) (c) Mechanical, Pneumatic and general maintenance of the machine & other supplied equipments (Period 1 week) (d) Operation of the machine & other supplied equipments (Period 1 week) Pre-dispatch inspection (ref. SI.No. 12.1) of the machine shall also be carried out by the team during their stay at vendor's works for the training. Vendor may specify days required for pre-dispatch inspection. BHEL reserves the right to choose number of persons, field & period of training, out of above, while deputing their engineers for training.	Vendor to offer
8.3	Air-fare, boarding & lodging for the trainees shall be borne by BHEL.	For vendor's information.
8.4	Competent, English speaking experts shall be arranged by the vendor for satisfactory & effective training of BHEL personnel.	Vendor to accept & confirm
8.5	Vendor should commit & offer to organize training of Electronics Engineer and Programmer at the CNC System Manufacturer's works/training school for advanced features and specialized training, if so required by BHEL.	Vendor to offer
8.6	Training charges, if any, for training requirement at SI.No. 8.2 & 8.5 should also be quoted on per Man-day basis so that training charges can be derived for the agreed period & persons, in case of any change.	Vendor to offer
9	FOUNDATION	
9.1	Vendor shall submit the preliminary General Arrangement Drawing & Layout Drawing for getting BHEL's approval within two months from the date of Letter of Intent (LOI) / P.O. Complete Foundation details viz. static / dynamic load details etc. and Final Layout drawings shall be submitted by the supplier within two months after getting BHEL's approval. The layout should consist of all requirements pertaining to complete machine including space requirement for Voltage Stabilizer, Isolation Transformer, Air compressor, Sludge separation tank, storage tank & all other accessories/ attachments/ offered items.BHEL shall construct complete foundation for the machine as per Final Layout & other details provided by vendor. The vendor shall also indicate detailed specifications of grouting compound and grouting procedure etc. if any specifically desired for foundation bolts of the machine.	Vendor to accept & offer
10	ERECTION & COMMISSIONING	
10.1	Supplier to take full responsibility for carrying out the erection, start up, testing of machine, it's control system & all types of other supplied equipment, machining of test pieces etc. Service requirement like power, air & water shall be provided by BHEL at only one point to be indicated by supplier in their foundation/layout drawings. Other requirements like crane and helping personnel shall also be provided by BHEL. Details of these requirements should be informed by vendor in advance. The available crane capacity at the proposed location of the machine will be 10 Ton. The vendor will ensure to make requisite arrangement for lifting of heavier consignment/ items/ assembly of the machine not getting covered by this capacity.	Vendor to accept.
10.2	Erection & Commissioning of Voltage stabilizer, Isolation Transformer , Air Compressor and other accessories/attachments with all electrical & mechanical connections shall also be responsibility of the vendor.	Vendor to offer
10.3	Successful proving of BHEL components by the supplier shall be considered as part of commissioning for the machine . All tests, as mentioned at SI. No. 12.0 (Machine Acceptance) and testing/demonstration of tele-diagnostic service etc. shall also be part of the commissioning activity.	Vendor to offer

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10.4	Tools, Tackels, Test Mandrels, instruments and other necessary equipment including Laser equipment required to carry out all erection & commissioning activities should be arranged and brought by the supplier.	Vendor to accept
10.5	Commissioning spares, required for commissioning of the machine within stipulated time, shall be brought by the supplier on returnable basis.	Vendor to accept
10.6	All cover plates required for the machine and its peripherals/accessories shall be supplied by the vendor.	Vendor to accept
10.7	Schedule of Erection and Commissioning shall be submitted with the offer. Vendor has to adhere to the schedule submitted along with the offer.	Vendor to submit & confirm
10.8	Terms & conditions for Erection & Commissioning should be furnished in detail separately by vendor along with offer.	Vendor to submit
10.9	Portion, if any, of the machine, accessories/attachments and other supplied items where paint got rubbed or peeled off during transit or erection should be re-painted and matched with the original adjoining paint by the vendor. For this purpose, the vendor should supply sufficient quantity of touch-up paint of various colours/shades of paints used. The vendor shall ensure performing touching after commissioning but before final acceptance.	Vendor to offer
11	AMBIENT CONDITIONS	
11.1	Total machine including all supplied items should work trouble free and should give specified accuracies under existing power supply and ambient operating conditions, as mentioned below at Sl. No. 11.2	Vendor to accept & confirm
11.2	Ambient Operating Conditions: Temperature up to 30° Celsius in Air Conditioned Hall Relative Humidity About 70%	Vendor to accept
11.3	The machine should be suitable for continuous operation to its full capacity for 24 hours a day and 7 days a week throughout year. Vendor to ensure and confirm the same.	Vendor to offer & confirm
12	MACHINE ACCEPTANCE (TESTS/ACTIVITIES TO BE PERFORMED & DEMONSTRATED BY THE VENDOR)	
12.1	TESTS/ACTIVITIES TO BE CARRIED OUT AT VENDOR'S WORKS ON THE MACHINE BEFORE DISPATCH (PRE DISPATCH INSPECTION) :	
12.1.1	Demonstration of specified/offered Geometrical accuracies as per clause 2.25	Vendor to accept & confirm
12.1.2	Demonstration of specified/offered Positioning accuracies as per clause 2.26	Vendor to accept & confirm
12.1.3	The machine shall be tested for continuous running of 48 hrs. If any break down occurs during this test, the test should be repeated for 48 hrs from that time.	Vendor to accept & confirm
12.1.4	Demonstration of all features and functions of the machine, control system & accessories and troubleshooting	Vendor to accept & confirm
12.1.5	a) During PDI at vendor works, Job prove out shall be carried out on the standard test piece using graphite electrodes, electrode holder and automatic tool clampers compatible with BHEL electrode holders (drawing provided at Annexure-I). b) Vendor shall arrange the electrode holder and graphite electrodes suitable for machining standard piece. c) Vendor shall demonstrate the successful pick up and parking of electrode holder with automatic tool clamber from electrode holder parking station. d) Inspection of standard piece shall be carried out as per the drawing dimensions and tolerances.	Vendor to accept & confirm
12.2	TESTS/ACTIVITIES TO BE CARRIED OUT AT BHEL WORKS WHILE COMMISSIONING THE MACHINES:	
12.2.1	Demonstration of specified/offered Geometrical accuracies as per clause 2.25	Vendor to accept & confirm
12.2.2	Demonstration of specified/offered Positioning accuracies as per clause 2.26	Vendor to accept & confirm
12.2.3	The machine should be tested for continuous running of 48 hrs. If any break down occurs during this test, the test should be repeated for 48 hrs from that time.	Vendor to accept & confirm
12.2.4	Demonstration of all features, functions of the machine, control system & accessories, and troubleshooting to the satisfaction of BHEL for efficient and effective use of the machine.	Vendor to accept & confirm
12.2.5	Demonstration by actual use of all supplied accessories, electrode holder parking system, automatic tool clampers to their full capacity for required applications.	Vendor to accept & confirm
12.2.6	Successful machining of proveout components to required drawing accuracies as per clauses mentioned under Sl. No. 7.0	Vendor to accept & confirm
12.2.7	Two weeks of supervision by vendor of independent operation of machine by BHEL after job proveout.	Vendor to accept & confirm
12.2.8	Training of BHEL machine operators in operation of complete machine & accessories etc by the supplier's experts / engineers during their stay at BHEL works.	Vendor to accept & confirm
13	PACKING	
13.1	Sea worthy & rigid packing for machine, control and all other supplied items to avoid any damage/loss in transit. All small loose items should be suitably packed in boxes.	Vendor to offer & confirm
14	WARRANTY :	

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14.1	Warranty for complete machine and all supplied systems/accessories / attachments /equipments/items for 24 months from the date of successful commissioning of the machine. Any spare required during warranty period shall have to be arranged by the vendor free of cost and duty levied have to be borne by the vendor.	Vendor to accept
15	GENERAL :	
15.1	Machine Model	Vendor to specify
15.2	Total connected load (KVA):	Vendor to specify
15.3	Floor area required (Length, Width, Height) for complete machine & accessories.	Vendor to specify
15.4	Painting of Machine / Electrical Panels : Colour as per vendor standard	Vendor to confirm
15.5	Total weight of the machine	Vendor to specify
15.6	Weight of heaviest part of machine	Vendor to specify
15.7	Weight of the heaviest assembly/ subassembly of the Machine	Vendor to specify
15.8	Dimensions of largest part/ subassembly/ assembly of the machine	Vendor to specify
15.9	Vendor to submit, along with offer, the reference list of customers where similar machines have been supplied mentioning the customer, Machine Model, major specifications of the supplied machine, CNC System, Year of Supply etc.	Vendor to specify
15.10	Detailed catalogues , sketch/ photographs of the m/c and accessories/ attachments should be submitted with the offer.	Vendor to specify
15.11	Pneumatic & oil pipings should be preferably metallic except places where flexible pipings are essential.All the pipes required for the same shall be included in the standard scope of the machine.	Vendor to specify

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<u>BHARAT HEAVY ELECTRICALS LIMITED</u>
<u>RAMACHANDRAPURAM, HYDERABAD – 32</u>
<u>(A GOVERNMENT OF INDIA UNDERTAKING)</u>
<u>PURCHASE DEPARTMENT (CG / CMM)</u>
<u>TENDER SCHEDULE</u>
Procurement of "Twin Ram EDM Die Sinking Machine as per Enquiry ".
TENDER NO:M2A1Y05851
DESCRIPTION: Twin Ram EDM Die Sinking Machine
QUANTITY: As per enquiry
DELIVERY SCHEDULE FOR SUPPLY FROM THE DATE OF PURCHASE ORDER-
NOT EARLIER THAN : NOT APPLICABLE
NOT LATER THAN : 40 weeks
GRACE DELIVERY PERIOD WITH LOADING FACTOR : NA
MAXIMUM ACCEPTABLE DELIVERY PERIOD: 40 Weeks
DELIVERY SCHEDULE FOR INSTALLATION FROM THE DATE OF READINESS OF SITE (WHICH IS TO BE INTIMATED BY BHEL) : 4 Weeks
E&C CHARGES AS PERCENTAGE OF TOTAL VALUE : 10%
LAST DATE FOR SALE OF DOCUMENTS :
DUE DATE :
COST OF TENDER DOCUMENTS: Rs Nil /- Not refundable.
EARNEST MONEY DEPOSIT(EMD): Rs.200000/- should submitted by the supplier in favour of BHEL R C Puram hyderabad . DD may be sent to below address. Koushik Barua Sr.DGM/CMM/Purchase Administrative building, 4th floor, BHEL R.C Puram,Hyderabad-32,Telangana
Performance Bank Guarantee (PBG): Applicable
CONTRACT EXECUTION BANK GUARANTEE (CEBG):- Applicable
Supplier Signature with Stamp

Preliminary Registration For Down Loading The Tender Documents
[To Be Filled-in and E-mailed to Purchase officer who has tendered In-advance]

To:

Sr.DGM, Purchase-CMM

B.H.E.L., R.C. Puram,
Hyderabad - 502 032.

Dear Sir,

We wish to participate in the tender for Supply and installation of Twin Ram EDM Die Sinking Machine against Enquiry No.:**TENDER NO:M2A1Y05851**

Address of Principal / Manufacturer:

Phone: _____

Fax: _____

E-mail: _____

Contact Person: _____

Address of Indian Agent (if any):

Phone: _____

Fax: _____

E-mail: _____

Contact Person: _____

Tender Document Payment Detail:

D.D. No.: _____ Date: _____ Bank Name: _____

NOTE:

In case of down loading of the tender documents the same must be intimated with in due date of submission by forwarding complete filled up format as mentioned above.

BHEL reserves the right to extend the due date of tender opening for want of adequate response and also at the request of the vendor who procured the tender with in the last date for sale of tender documents / down loading. In case of extension and corrigendum the same will be uploaded onto the BHEL Website. No separate intimation / publication will be issued. Supplier need to forward this document after duly authentication.

Signature of Vendor / Supplier

	INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER
	STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF
	CAPITAL EQUIPMENT
A	QUOTATIONS:
1	<p>BHEL's requirement is for capital use. Signed & Sealed offers are invited for the Scope of Supply of goods and Services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in, and price bid to be submitted to mail ID pricebid_hyd@bhel.in as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.</p> <p>Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be super subscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. For e-mail offers please follow the procedure: Two part bid consisting of i) Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission, duties, taxes and other charges, except the price, super scribing enquiry No. (Techno-Commercial Bid) and due date Signed and Stamped Terms and conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND ii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover super subscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover super subscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.</p>
2	<p>Cover - I TENDER COST AND E.M.D.: Tender Cost & EMD, as specified in the tender schedule and if called for are to be deposited in the form of Cash*(as permissible under Income Tax Act)/Demand Draft/Pay Order, in favour of M/s. Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad - 502 032 for value of tender document & EMD along with a covering letter. These are to be submitted in a sealed cover. D.D. towards Tender Cost is non-refundable. In case of foreign bidders e-payment for EMD/tender cost is acceptable i) EMD by the tenderer will be forfeited as per the tender document s(schedule), if the successful bidder/vendor refuses to honor the order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms & conditions within the validity period or fails to submit CEBG even within 60 days from the date of PO. ii) EMD given by all unsuccessful tenderers shall be refunded on acceptance of award/LOI/PO by successful tenderer. EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee.(CEBG). iii) EMD shall not carry any interest. *Cash shall be submitted by prospective vendor only at BHEL-RC Puram cash office and receipt shall be kept in the envelop. iv) The EMD may be waived in following cases</p> <p>a) Central / State - PSUs / Government departments(Only EMD is exempted, Tender Cost to be submitted)</p> <p>b) Micro and Small Enterprises (Tender documents cost & EMD are exempted)</p> <p>NOTE: All MSME/SSI Units are exempted from the payment of EMD & Tender documents cost. MSME/SSI units shall enclose in their Techno-Commercial bid a) attested Valid NSIC Certificate (or) b) attested Entrepreneurs Memorandum (EM) part II certificate (with deemed validity of five years from the date of issue of acknowledgement in EM II) (or) c) attested EM II certificate with Chartered Accountant certificate applicable for the year, certifying that investment in Plant & Machinery is within the permissible limits as per MSME act for relevant status (Micro or Small), where the deemed validity of EM II is over. If Bidder fails to submit/enclose above specified certificates, their Offer will be considered as non MSME/SSI unit and failure to non-submission of DD towards EMD & Tender cost will leads to rejection of their Offer.</p>
	<p>**Beneficiary Name:Bharat Heavy Electricals Ltd. Beneficiary Address:Ramachandrapuram,Hyderabad, 502032, Beneficiary Ph. No.:(+91 40)23182235, Name Of the Bank:State Bank of Hyderabad, Branch Address: Ramachandrapuram,Hyderabad, 502032, Branch Code:075,A/C No:00000062048154115, A/C Type:Current Account, IFSC No(For NEFT & RTGS):SBIN0020075, MIRC:500002370, Bank's Telephone No: (+91 40)23022210, Bank's Fax No: (+91 40)23022210</p>
	Soft copy of the DD towards EMD and Tender Fees shall be uploaded in e-tender portal and hard copy shall be submitted to Dy.GM/CMM-Pur, Admin building 4th floor ,BHEL Ramachandrapuram,Hyderabad, 502032
3	Cover - II (Part-I) : TECHNICAL-CUM-COMMERCIAL AND UN-PRICED BID:
(a)	This consists of complete technical details, catalogues, drawings and all commercial terms. Money values must not be indicated i.e. un-priced bid . These are to be submitted in a sealed cover.

(b)	The following formats / documents are to be filled up and submitted in E-Portal: (i) Filled in Technical Specification (Format enclosed), (ii) Filled in Standard Terms & Conditions for Procurement of Equipment (Format enclosed), (iii) Un-Priced Bid [In the formats of Technical Specification / Scope and typical Annexures, confirming that the prices are quoted in price bid], (iv) Declaration with regard to Registration with BHEL (Supplier Registration Form to be filled and submitted online through our website www.bhel.com), (v) The rating of the company by an international credit rating agency (Please refer concerned guideline, B-22), (vi) All relevant enclosures of above documents / formats, (vii) Complete technical / commercial details along with catalogues / instructions and (viii) Shipping weight and cubage (length, width & height) size of packing.
4	Cover - III (Part-II) : PRICE BID:
(a)	Prices are to be indicated as per Un-Priced Bid as per detail as well as in conformity with terms as submitted in Part-I. Bidders are required to quote as per enclosed format. All applicable taxes and duties are to be indicated clearly in the offer. The comparison between indigenous and foreign bids shall be done based on landed (FOR DESTINATION) price basis. Processing of any optional item is at the discretion of BHEL. Offer with any preconditions for price will be rejected.
(b)	The bidders should submit their best price at this stage itself. They will not be allowed to revise the price during validity period.
B	GUIDELINES:
1	Soft copy of DD superscribing TENDER FEE & EMD along with Tender Number, Tender Due Date & Name of the Supplier. and technical part, including all commercial terms (except price) and un-priced bid.
2	The cost of tender documents as well as techno-commercial bid, will be opened first. Non-receipt of D.D. for the tender cost and EMD will lead to rejection of offer.
3	The Technical-cum-Commercial offer will be discussed, finalised and only then the price bid of the technically acceptable offers will be opened.
4	If a Supplier submits only one soft copy containing either techno-commercial bid or price bid or one combined soft copy bid i.e. techno-commercial bid & price bid together, the offer is liable be rejected. Non-receipt of D.D., for tender cost & EMD is likely to lead for rejection of the offer.
5	If a Supplier is not interested to participate in a tender for which enquiry was either forwarded or purchased by them, supplier has to inform the same through a "REGRET LETTER" before opening date, by e-mail or letter. If not complied the concerned Supplier may not be considered for future requirements.
6	BHEL reserves its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.
7	All the bidders are to submit their offers by filling in the format of the BHEL tender documents.
8	Tenders should be duly signed and stamped and free from Corrections and Erasures. Corrections, if any, must be attested.
9	Tenderers are to know the applicable laws of Government of India and applicable taxes and duties.
10	In case of price bid, price break-up should be in line with technical specification / scope of the tender.
11	In case of Technical-Cum-Commercial bid, un-priced bid has to be used to indicate relevant commercial implications without indicating price. Terms & Conditions of Letter of Credit (L/C) are indicated herein for acceptance.
12	The equipment offered shall be strictly conforming to the specification and for complete unit including accessories (if any) and spares as per Tender.
13	No offer for individual accessories or part of equipment will be accepted.
14	Supplier shall bear the L/C confirmation charges in case of confirmed L/C amended on his request.
15	Bank charges out side India are to the Supplier's account.
16	In case of L/C extension caused by delays, attributable to the Supplier, the L/C extension charges are to be borne by the Supplier.
17	Any free replacement due to short supply or warranty replacement will attract customs duty etc. All such extra expenditure to BHEL will be recovered from Supplier. Otherwise the same will be recovered from 20% balance payment, from agency commission, etc.

18	Quotation for recommended spare parts as per O&M with break-up for two years should be indicated in the offer as essential spares. In order to arrive at the lowest offer, BHEL will include cost of essential spares in the total cost unless specified otherwise in Technical Specification / Approved Scope.
19	In the event that if any essential spares are not quoted though the same has been asked for and subsequent it is found that this is required, then BHEL reserves its right to recover any consequential loss due to the machine failure during 2 years from the Equipment Supplier.
20	Supplier will have to ensure deputation of their Engineers for Erection & Commissioning or for attending to any complaint during warrantee / guarantee period within 15 days' of intimation. In case of delay BHEL reserves the right to get the job completed at the risk and cost of the Supplier. This does not amount to breach in contract clause by BHEL.
21	BHEL reserves its right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units. BHEL will do the performance evaluation as mentioned at Clause:13 in the Standard Format.
22	Income tax which is to be deducted at source on E & C Charges / Services Charges / Technical Fees are to be borne by the Supplier / Service Provider.
23	BHEL will have the option to pre-inspect the machine / equipment at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL but that does not absolve the Supplier from giving the performance as agreed upon. The final inspection will, however, be carried out at BHEL's works at Hyderabad.
24	Pre - inspection & Training to BHEL Staff : Travel & other local stay cost for the Engineers sent by BHEL will be to BHEL account. Any training charges either at Suppliers' works or any other place will be borne by the Suppliers.
25	The manufacturing progress will have to be furnished to BHEL periodically in the form and manner required by BHEL.
26	Supplier must submit with their offer, list of Customers [with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any)] to whom they have supplied same / similar machine in the past five years. The date of supply should also be indicated. This is applicable unless specified otherwise in Technical Specification.
27	The quotation should be valid at least for a period of 180 days from the tender opening date. Price quoted should be on firm price basis. Price Variation Clause within this period will not be entertained.
28	The quotations including the price bids of technically qualified tenderers will not be returned back under any circumstances.
29	Tenders will be received upto 11.00 Hours on the said due date and will be opened on the same day at 13 .00 Hours.
31	Tenders received after due date and time of tender opening shall be treated as LATE tenders (irrespective of the mode of dispatch) and will not be considered for evaluation.
32	Five (5) sets of Operation & Maintenance Manual shall be supplied along with the equipment.
33	Complete Technical-cum-Commercial offer should be submitted in two sets, one original and another copy. The offer should invariably contain Signature & Office Stamp of the Supplier.
34	The Suppliers are responsible for design of the foundation and ensuring correctness of the foundation prior to Erection & Commissioning of the equipments.
C BASIS OF EVALUATION OF LOWEST BIDDER:	
1	Evaluation of lowest bidder will be made considering the price of the basic equipment, cost of accessories, essential spares, training charges, erection and commissioning charges, component prove-out charges, CIF charges (if any), applicable taxes and duties, applicable freight and insurance charges (Insurance upto BHEL Hyderabad) and charges associated with any other items / services mentioned specifically in the tender. Optional items / services will not be considered for the purpose of evaluation unless or otherwise these are mentioned / communicated to the participating qualified Suppliers.

2	For the purpose of comparing prices, tender prices shall be converted to Indian rupees . For evaluation, exchange rate (TT Selling Rate of SBI) as on scheduled date of tender opening (Part - I bid in case of two part bid) shall be considered. This exchange rate will be followed till placement of order.
3	Placement of order will be considered only for lowest offer on Total Cost to BHEL basis.
4	With respect to conformance to BHEL's tender document, if any Supplier's offer is found to be incomplete in respect of quoting against any items / services, BHEL will have the option of loading such offer with the highest quote submitted by other participating Supplier in the tender. For example, if the offer of a Supplier does not include cost for Spares / FOB Charges / Training Charges, etc., highest price offered by others will be loaded to evaluate the lowest bidder. But the order will be placed on the price quoted by the party without affecting the scope of supply.
D	BREACH OF CONTRACT, REMEDIES AND TERMINATION
1	In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in any of the following manners: (i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract. (ii) Pending / Available bills of the vendor , any amount available with BHEL HPEP or any other units of BHEL. (iii) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued. Important Notes: (1) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. (2) Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD).
2	Obtaining the Export Licence, if required, is the responsibility of the Supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent Supplier has to give the undertaking and BHEL has a right to encash Contract Execution Bank Guarantee(CEBG).
E	INDIAN AGENT:
1	BHEL shall deal directly with foreign vendors, wherever, for procurement of goods, However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.
2	It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time
3	The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment , which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country .
4	Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
5	Tax deduction at source is applicable to the agency commission paid to the Indian agent as per prevailing rules.
6	In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives/ associate/ consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
7	The "Guidelines for Indian Agents of Foreign Suppliers" enclosed .
8	The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/ foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on 'total cost to BHEL '. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s) agent on their behalf , the credentials/ capacity/capability of the Indian supplier(s)/agent to make the supplies/services shall be checked by BHEL before opening of the price bids as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/foreign principal to get acquainted with the evaluation requirement of Indian supplier/agent as per SEARP available on www.bhel.com.
F	BANNED VENDORS
	The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

G	CONTRACT EXECUTION BANK GUARANTEE (CEBG):-
1	The CEBG shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alternations or extensions of time as may be made, given, conceded or agreed to between the Supplier / Vendor and BHEL under these Terms & Conditions or otherwise.
2	The CEBG furnished by the tenderer will be subject to the terms and conditions of the Contract finally concluded between the parties and the BHEL will not be liable for payment of any interest on the CEBG or any depreciation thereof.
3	Non-acceptance of CEBG is liable to reject the offer. The successful bidder shall be required to furnish CEBG within two months of the acceptance of LOI/P.O.
	Note : In case of non submission of CEBG within two months, BHEL shall charge @ 1.5% per month on the CEBG amount for the delayed period portion beyond 2 months and deduct the same in the final bill.
4	The CEBG should be furnished as per proforma enclosed in Annexure-IV. The CEBG shall be in the currency of the purchase order. The CEBG from foreign suppliers should be from any Bank of international repute. same should be confirmed by our consortium bank in India and are payable in India.. The CEBG shall be refunded / bank guarantee released on application by contractor after commissioning of the equipment and after it has discharged all his obligations under the contract and produced a certificate from BHEL, certifying due completion of the work and submitted a 'No Demand Certificate'.
H	PERFORMANCE BANK GUARANTEE:
1	Performance Bank Guarantee should be as per proforma enclosed in Annexure-IV. The PBG shall be submitted along with joint protocol as per Annexure-V for effecting the balance 20% payment.
2	Performance Bank Guarantee of foreign suppliers should be confirmed by our consortium bank in India and are payable in India..
3	Performance bank guarantee shall be released on application by the Contractor after commissioning of the equipment and after he has discharged all his obligations under the Contract and produced a certificate from BHEL, certifying due completion of the work.
I	GUIDELINES FOR ACCEPTING BANK GUARANTEES
1	As far as possible the Bank Guarantee should be from any of the BHEL Consortium Banks (Annexure-VI)
2	BGs of PSU Banks in addition to consortium banks only are acceptable for indigenous suppliers.
3	In case of BGs issued by non-consortium PSU Banks the same are to be enforceable at Hyderabad
4	In case of Bank Guarantees issued by Foreign Banks, the same should be confirmed by our consortium bank in India and are payable in India. In exceptional cases where no consortium Banks are available the Bank Guarantee should be attested by Indian Embassy and to be registered in India.
5	Bank Guarantees to be submitted by the suppliers towards CEBG or performance bank guarantee should be sent to BHEL, Hyderabad directly by the issuing Bank under Registered Post (A/D) only.
J	TERMS & CONDITIONS FOR LETTER OF CREDIT (L/C):
1	Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the above import Licence No and certifying goods evidencing shipment / airfreight of the above merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. The Indian agent's commission, if any, is payable in India in Indian rupees only calculated based on the conversion rate on the date of opening the tender.
2	Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce.
3	One set of Original and two sets of Non-negotiable copies of 'signed', 'clean on board' Ocean Bill of Lading of a Conference Line Vessel, showing Government of India Account M/s. Bharat Heavy Electrical Ltd, Unit:HPEP, Ramachandrapuram, Hyderabad as consignee (The opening bank should not be notified as consignee), marked freight prepaid / payable at destination, OR Airway Bills / Air consignment notes / House Airway Bills showing the applicant as the consignee and marked freight prepaid / payable at destination, indicating flight number and date.

4	Packing list in 4 copies in English, indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.
5	Certified copy of the cable / fax sent by the beneficiary to the applicant (Fax No. 0091-40-23183282) giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order number & date; (b) Bill of Lading No & date / Airway Bill No & dated and Flight no & date; (c) Name of vessel; (d) Port of Loading; (e) No of case / pieces and weight; (f) Invoice no, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 3 days of shipment.
6	Beneficiary's certificate showing the relevant airmail / courier reference no and date that the following clauses have been complied with :
7	(a) Beneficiary should forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, World Trade Centre, Cuffe Parade, Colaba, Mumbai - 400 005, India (Fax No. 0091-22-22187850 / 22180748)
	(b) Beneficiary should forward 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.
8	Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
9	Manufacturer's Inspection / Test certificate in triplicate.
10	Manufacturer's Normal Guarantee / Warrantee certificate as per Purchase Order. The material should be guaranteed for a period of 24 months after putting into service.
11	Certificate from Shipping company or its agent that carrying steamer is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time.
12	Inspection / Test Certificate issued by M/s Lloyds Register of Industrial Services or as specified in the Purchase Order.
K	CONDITIONS FOR TRANSPORTATION:
1	All documents must show the Purchase Order No & Date, Import Licence No & Date, Letter of Credit No & Date.
2	Transshipment is Prohibited.
3	Loading on deck not permitted.
4	A transport document which is produced or appearing to have been produced by reprographic, automated or computerised systems or as carbon copy will be accepted as an original document provided that it is marked as original and where necessary, appears to be signed.
5	The transport document must contain all the conditions of carriage on the original document.
6	The transport document must not indicate the place of destination as being different from the port of discharge.
7	The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.
8	The transport document must be issued by the carrier or his agent and not by any freight forwarder.
9	The transport document must not contain a provision that goods may be carried on deck.
10	Transport documents bearing reference by stamp or otherwise to costs additional to the freight charges are not acceptable.
11	The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 21 days after the date of shipment / airfreight and in any case not later than the expiry date of the Credit.
12	Each case / bundle / piece should be painted with 4 " wide yellow colour strip around it for facilitating easy identification at port of discharge.
13	In case of consignments where individual items are listed in the packing list / Invoice, the price and values for each & every item should be indicated.
L	REVERSE AUCTION (RA) / ON LINE BIDDING ON INTERNET:

1	"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for 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.". The General Terms & Conditions for RA are attached.
2	For the proposed reverse auction, technically and commercially accepted bidders shall be eligible to participate.
3	BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4	BHEL will inform the Supplier in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
5	Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
6	Suppliers have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
7	Based on the accepted commercial terms, BHEL will provide the calculation sheet (e.g., Excel sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services, loading factors (for non-compliance to BHEL Standard Terms & Conditions), etc. for each of the Supplier to enable them to fill-in the price and keep it ready for keying in during the Auction. Suppliers have to confirm acceptance of the working sheet before the commencement of RA.
8	Reverse auction will be conducted on scheduled date & time.
9	At the end of Reverse Auction event, the lowest bidder value will be known on the network.
10	The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
11	Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of Supplier to conduct business with BHEL as per prevailing procedure.
12	In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

M	Arbitration :
	<p>1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 45 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to IAMC (International Arbitration and Mediation Centre, Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules.</p> <p>2. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to IAMC. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.</p> <p>3. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>4. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>5. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad.</p> <p>6. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Hyderabad.</p> <p>7. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>8. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p>

	<p>9. In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>10. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 46.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.</p>
N	<p>Force Majeure</p> <p>The bidder shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions.</p> <p>Only those causes that have duration of more than seven days shall be considered cause of force majeure.</p> <p>Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the bidder to BHEL by registered letter/courier service within 14 days.</p> <p>In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.</p> <p>In the event of such cancellation the bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.</p>
O	<p>Settlement of Disputes</p> <p>Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final.</p> <p>Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through conciliation and then through arbitration.</p> <p>The bidder shall continue to perform the contract, pending settlement of disputes(s).</p>
P	<p>Non-disclosure Obligations</p> <p>Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract.</p> <p>The bidder shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Buyer to erect, commission, operate and maintain the product. Such information and drawings shall be supplied as specified in technical specification.</p> <p>All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party.</p> <p>The bidder shall provide Buyer with all information pertaining to the delivery in so far as it could be of importance to Buyer. The bidder shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Buyer has agreed to this in writing beforehand. The bidder shall not be entitled to use the Buyer's name in advertisements and other commercial publications including website without prior written permission from Buyer.</p> <p>In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non-disclosure agreement to be entered as per Annexure- II wherever applicable.</p>

Q	<p>INTEGRITY PACT</p> <p>Bidders shall have to enter into Integrity Pact with BHEL as per Annexure - for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder's offer will be rejected.</p>
R	<p>Settlement of Disputes :</p> <p>Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final.</p> <p>Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration</p> <p>The bidder shall continue to perform the contract, pending settlement of disputes(s).</p>
S	<p>Conciliation clause :</p> <p>CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454.</p>
T	<p>Applicable Laws and jurisdiction of Courts</p> <p>This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to Termination clause of this contract, the Civil Court having original Civil Jurisdiction at Hyderabad, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p>
U	<p>BHEL-Fraud prevention policy shall be adhered to.</p> <p>The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>List of nodal officers is hosted on BHEL Hyderabad website https://hpep.bhel.com/.</p>
V	<p>Suspected Cartel Formation</p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case , the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines .</p>

W	<p>Conflict of Interest:</p> <p>"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: <ul style="list-style-type: none"> 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. "
X	<p>Rejected/Short shipments/ warranty/guarantee replacements:</p> <p>In case of any short shipment during initial supply which is subsequently dispatched by the bidder or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items.</p>
Y	<p>Ordering and confirmation of order :</p> <p>The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Buyer. Buyer reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Buyer shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by Buyer as well as payments made in this regard shall not imply acceptance of any deviations.</p> <p>The Purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Buyer) from the date of P.O.</p> <p>Buyer, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.</p>
Z	<p>Evaluation and Loading Criteria:</p> <ul style="list-style-type: none"> i) Evaluation Currency for this tender shall be "INR". ii) Evaluation of prices shall be done item-wise unless otherwise specified in the SCC. iii) Evaluation shall be on the basis of delivered cost, i.e. "Total Cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). iv) In the course of evaluation, if more than one Bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 Bidders. In case more than one Bidder happens to occupy the L1 status even after soliciting discounts, the L1 Bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 Bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding. <p>INDIGENOUS</p> <ul style="list-style-type: none"> a. Bidder shall ensure to indicate the applicable taxes against each line item, failing which the same will be considered as inclusive/NIL. b. Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 2% of Ex-works value. c. GST and any other charges quoted will be added to the base price. However, in case input credit is available for GST (SGST, CGST/IGST), the same shall be excluded for arriving at "Total Cost to BHEL"

IMPORTS

For evaluation of offers in foreign currency, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

In case of foreign Bidders, the quoted CIP price shall be loaded by the following factors to arrive at "Total Cost to BHEL":

- Import duty as applicable on the date of Part-I bid opening.

- Loading will be as per the table below

	Ex Works	FOB/FCA	CIF/CFR	CIP
Foreign Inland freight and insurance	2%			
Marine freight and marine insurance	3%	3%		
Destination Port handling charges	0.50%	0.50%	0.50%	
clearing charges & inland freight and insurance	2%	2%	2%	2%


COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL"

A. Loading on Deviated Penalty clause shall be 10% or to the extent to which the bidder has opted for deviation.

B. Loading for payment terms as per clause 12 of ITB

C. Loading for deviation in Warranty & PBG as per clause 16,17.

Note : The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection.

 STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT [FORMAT TO BE FILLED-UP BY THE SUPPLIER]			
VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTTED COLUMN AND SHALL IDENTIFY DEVIATIONS DISTINCTLY.			
S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
01	Terms of Delivery:		
(a)	Indigenous Supplies : FOR - Destination means FOR - B.H.E.L. Hyderabad stores. (Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices) . Ex-works is not acceptable.		
(b)	Foreign Supplies : Foreign supplies have to be made on Incoterm CIF basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight and Insurance upto Mumbai Sea Port . Foreign supplies will be loaded with 2.1% towards inland freight & insurance from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. Notes: i)Offer with terms of delivery other than CIF are liable for rejection. ii)Trans-shipment strictly not permitted, please refer instructions point no:K-2 in this regard.		
(c)	In case,any shortage is noticed viz-viz PO requirement in the main equipment/spares,such shortage shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc.upto destination for such short supplies shall be borne by the supplier. Please also note that any short supply will attract imposition of penalty on the total P.O. value.(Supply+Installation).		
02	Delivery Period:		
	The Bidder should quote their earliest schedule for Supply and Installation against the schedule indicated in the Tender schedule of the NIT. Bidder should quote time period separately for "Supply", "Installation" of equipment. BHEL, however, reserves the right not to accept an offer not meeting the NIT schedule. The supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. Relevant Drawings & QAP shall be submitted within 10 days of issue of PO, for BHEL approval. Manufacturing shall be started only after getting approval from the BHEL.		
	Any offer beyond the "max.acceptable delivery period" shall be rejected. All offers which do not confirm to the specified delivery period mentioned in tender schedule , but are within the "max. acceptable delivery period" shall be loaded for the delayed delivery beyond 'X' @ 0.5% per week or part thereof subject to a maximum of 10% of the supply value.		
03	Payment Terms & CEBG Clause: Offer with deviations to BHEL Payment Terms will be loaded as under.a)Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the bidder.b)On account of payment through LC, if insisted by bidder, bank charges shall also be loaded for the deviation in i)opening of LC by BHEL ii)period and amount of LC w.r.t NIT norms, as per the prevailing bank rates. Offers with non-acceptance of CEBG Clause and insistence of advance payment are liable to be rejected. In no case BHEL shall accept liability towards interest. Payment terms mentioned here under for Indigenous and Imported Offers.		
(a)	Terms of payment for Indigenous Offer:(Supply and E&C to be done by vendor)		
	80% payment of supply value will be made on 45th day from the date of receipt of material at BHEL (date of goods receipt (GR)). Balance 20% of supply value + 100% Installation portion of P.O. value will be paid after successful commissioning of the equipment and subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for 30 days beyond the guarantee/Warranty period.		
(b)	Terms of Payment for Foreign Offers:(Supply and E&C Only)		
(i)	Total supplies are to be from Foreign Source. Where the payments are through L.C (L.C opening charges are to be loaded) payment of supply value shall be 80% on dispatch and 20% on issue of Installation certificate.Payment of Installation value shall be made against Installation certificate issued by BHEL. Installation certificate shall be issued on satisfactory completion of Erection, Commissioning, Job proving, Performance tests, Training to operators etc. as envisaged in PO. The L.C. shall be opened by BHEL as per the following. 1) Within 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the supply value of the P.O.(30% of 80%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24% to 80% of the supply value of the P.O. The above L/C can be negotiated after the shipment against submission of B/L or AWB, and such other documents, as mentioned in the P.O.or L/C and submission of Pre Dispatch Inspection Report of BHEL. This L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
(ii)	When ever there is an Indian Agent to represent a Supplier, it is essential to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of the tender opening. This is payable on satisfactory completion of the contract. Note: In order to maintain sanctity of the tender system, it is essential that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers, all the offers associated with the Agent will be rejected.		
(iii)	The second irrevocable & unconfirmed letter of credit for 20% & Installation Charges will be opened 15 days prior to the scheduled and confirmed arraival of the technicians of supplier with their names The validity of this L/C would be sufficient to cover the period required for the completion of Installation + 21 days as negotiation period. This L.C can be negotiated i)after completion of the Installation of the equipment in BHEL. This is subject to the submission of Performance Bank Guarantee for 10% of contract value valid for 30 days beyond the Guarantee / Warranty period of 24 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy & to be registered in India. PBG confirmation charges shall be borne by vendor.		
4	CONTRACT EXECUTION BANK GUARANTEE(CEBG) The successful vendor shall have to furnish a CONTRACT EXECUTION BANK GUARANTEE(CEBG) for 10% (TEN percent) of the Total PO value in the prescribed format within 30 days from the date of PO but before LC opening. CEBG shall be from the one of the consortium banks of BHEL or from a reputed bank and confirmed by any consortium banks of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid until 30 days after the date of Installation certificate, which will be issued on completion of Installation of equipment which includes Erection, Commissioning, Job proving, Performance tests, Training to operators etc. as prescribed in PO.Under all circumstances, CEBG shall be kept valid, till the PBG becomes operational. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel the PO and forfeit EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business Dealings with suppliers.		
i	CEBG may be given in the form of Cash/Demand Draft, to be deposited in favour of BHEL Ramachandrapuram		
ii	Note : In case of non submission of CEBG within two months, BHEL shall charge @ 1.5% per month on the CEBG amount for the delayed period portion beyond 2 months and deduct the same in the final bill.		
5	Warranty / Guarantee Period: Equipments shall be guaranteed against workmanship, materials used, design and performance should be for a period of 24 months from the date of Commissioning of the equipment, unless otherwise stipulated in the specification.		
	Loading Factor for non-acceptance of Guarantee Period: Less than 12 months from commissioning will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example : If a Supplier provides 6 months guarantee period, in place of 12 months, then the difference of 6 months will be loaded with AMC charges of 4% per annum for difference period of 6 months i.e. 2 % of total cost will be loaded for evaluating lowest bidder.		
6	Penalty for Delay in "Supply" & "Installation": For the purpose of penalty for delay in "Installation" of the equipment, the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. Penalty for Delay in "Supply" and / or "Installation" will be applicable for the delays attributable to vendor. Penalty will be considered separately for "Supply" & "Installation". Rate of penalty for delayed supply shall be at the rate 0.5% per week of delay of total PO value (supply + Installation) in supply subject to max. of 10% of total PO value (supply + Installation). The Rate of penalty for delayed Installation shall be at the rate 0.5% per week of delay of total PO value (supply + Installation) in Installation subject to max. of 10% of total PO value (supply + Installation). Max. penalty for delay in "Supply" & "Installation" together shall be limited to 15% of total PO value (supply + Installation). In case PO includes more than one machine, the penalty shall be at the rate 0.5% per week of delay on total PO value (supply + Installation) for the delayed machine. Loading on account of non acceptance of penalty for delayed supply and / or Installation shall be as under: In case any bidder is not accepting the above penalty for delayed supply and / or Installation, the offer the bidder shall be loaded to the extent to which it is not agreed by the bidder.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
	<p>Loading Factor for non-acceptance of Penalty Clause: It will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded on supply value for evaluating lowest bidder.</p> <p>Penalty amount so determined along with applicable GST thereon shall be recovered.</p>		
7	<p>Performance Bank Guarantee (PBG): The Supplier shall submit a PBG for 10% of the contract value valid for 30 days beyond Warranty / Guarantee period. Please refer clause: H of Instructions.</p> <p>Offers with non-acceptance of Performance Bank Guarantee clause are liable to be rejected. Offers with less acceptance of PBG than the specified period and or value shall be loaded proportionately, during evaluation of the lowest bidder.</p>		
8	<p>Erection & Commissioning (Installation) Schedule: Supplier to specify clearly the time period for erection & commissioning of the equipment starting with date of intimation by BHEL regarding site readiness. The bidders should quote their earliest schedule against the schedule indicated in the NIT(Tender Schedule)</p>		
9	<p>Erection & Commissioning (Installation) Charges: Erection & Commissioning value will include services to be rendered at BHEL like Erection, Commissioning, Job proving, performance testing, training to operators etc. Installation value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate Installation values are not mentioned in the offer, value for Installation portion shall be deemed to be considered as the value indicated in NIT and accordingly supply value will be adjusted from that quoted value and balance will be released as Installation payment.</p>		
10	<p>Essential / Mandatory Spares: Supplier to specify clearly the charges of Essential / Mandatory Spares in the form of Extra only (Itemized break-up shall be given). Requirement of technical specification need to be complied with.</p>		
11	<p>Validity: Supplier to mention clearly the validity of the offer [Minimum 180 days from tender opening date].</p>		
12	<p>Risk Purchase: If the vendor fails to deliver the goods beyond penalty period specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms</u></p>		
13	<p>Reverse Auction: BHEL intends to Finalize the Tender through Reverse Auction. Please furnish the details as requested below along with the confirmation to RA. BHEL reserves the right to decide the tender through Reverse Auction (RA) route. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them. BHEL reserves right to reject the offers not accepting for RA.</p>		
13.1	Name of the Representative participating in the RA:		
13.2	Address of the Company:		
13.3	Landline No.:		
13.4	Fax No.:		
13.5	Mobile No.:		
13.6	E-Mail Id		
14	DECLARATION: VENDORS SHALL GIVE A DECLARATION THAT PARTICULAR COLUMNS GIVEN IN THE NIT DOCUMENTS HAVE NOT BEEN ALTERED BY THEM		
15	<p>PDI inspection :- PDI Invitation shall be given before the Purchase order delivery date and PDI shall be completed 15 days before the P.O. delivery date. Vendor to Confirm.</p>		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
16	<p>Price, invoicing and payment:-</p> <p>The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding , loading and carriage to the place specified by the purchaser and are exclusive of all applicable taxes, duties etc., except for those specifically agreed by the Purchaser. Invoices shall be submitted bearing the Purchase Order number & date, item number/s and supporting documents as called for in the Purchaser order.</p> <p>The direct payments (including LC/documents through Bank on collection basis), shall be made by E-payment mode and not by cheque /bank drafts except in special circumstances. Vendors shall furnish the E-payment particulars in the prescribed formats duly authenticated by their respective Bankers, If not got registered earlier with the Buyer.</p> <p>. Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.</p>		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
17	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)		
i	Indigenous Purchase:		
ii	The Taxes as applicable shall be quoted in the following manner.		
iii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %		
iv	Vendor to indicate HSN of Goods or SAC of Services.		
v	NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods.		
vi	Taxes prevalent on the contractual delivery date or the actual delivery date (incase of delay) which ever is lower shall be applicable paid . In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids.		
vii	Any other taxes & duties not covered anywhere above may be indicated separately.		
viii	Taxes deducted at source:		
ix	TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		
x	Foreign Purchase (Imports):		
xi	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for the quoted CIP price.		
xii	Taxes deducted at source:		
xiii	TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		
18	RIGHT OF REJECTION /NON- PLACEMENT OF PO:		
i	BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever		
19	If Bidder is distributor/dealer of the OEM (Original Equipment Manufacturer), please enclose valid Authorisation letter issued by the OEM in the techno-commercial bid.	Vendor to Enclose & write Enclosed. (If Bidder is OEM, write "Not Applicable-OEM" here)	
20	Un-Priced Bid	Vendor to Enclose enclose Un-Priced bid and shall write "Enclosed" here	
21	Address on which PO is to be relased	Vendor to specify the compelte Address along with the Land line number and Fax number	
22	Contact Details	Vendor to furnish the name, E-mail ID and mobile number of the person for correspondance	
23	EMD & TENDER FEE	Vendor to enclose the Xerox copies of DDs of Tender Fee & EMD along with the Original DDs. In case of SSI /NSIC regsitered Units, Bidders shall enclose relevant certificates.	
	Note : The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection. Also refer Annexure -A for important general instructions and also do's & don'ts before submitting the offer.		

Annexure - A

	Guidelines for Indian Agents of Foreign Suppliers
1.0	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e.Principal) before finalizing the order.
2.0	Disclosure of particulars of agents/representative in India, if any
2.1	Tenders of Foreign nationality shall furnish the followign details in their offers:
2.1.1	A. the Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent /representative be a foreign company, it shall be confirmed wether it is existing company and details of the same shall be furnished.
2.1.2	B. The amount of commission/remuneration included in the quoted price(s) for such agents/ representatives in India.
2.1.3	C. Confirmation of the Tender that the commission/ remuneration, if any, payable to his agent/ representatives in India, may be paid by BHEL in Indian Rupees only.
2.2	Tenders of India Nationality shall furnish the following details in their offers:
2.2.1	A. The Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and adderss of the foreign principals, if any, indicatig their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
2.2.2	B. The amount of commission/remuneration included in the price(S) quoted by the Tenderer for himself.
2.2.3	C.Confirmation of the foreign principals of the Tender that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or suppliers of stores and spares in case of operation items.
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneraion, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
2.4	Failure to furnish correct and detailed information as called for in paragraph 1 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of named sum.

Annexure-B

This format is applicable only to Indian Suppliers/Agents supplying indigenous portion of

* In all other cases, extant guidelines of SEARP,2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/Systems/Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business 1. Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) 2. Attach copy of declaration from Foreign Principal for total guarantee/warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2/4.3	Sales Tax /Tin No
4.6	Service Tax No.(in case of E&C)
5.0	Organisation strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.1	Details of pending legal issues with BHEL
6.1	Bank Account information
9.0	Financial information
9.6	Sales/Turnover details of last 3 years (or from the date of incorporation whichever is less)

DO's & DON'T's (INDICATIVE LIST only)

Dos

1.	Dos	Consequence of non compliance
2.	Ensure that tender cost is submitted along with offer	Offer will be summarily rejected without notice.
3.	Sign on the covering letter	Offer will be treated as invalid and rejected
4.	Adopt the format given in the tender document for specification and commercial terms.	It will delay evaluation of tender and leads to a lot of avoidable correspondence
5.	Reference details, wherever sought, are to be given	This is very important for pre-qualification clause of the specification. Please ensure all related enclosures are attached.
6.	Use the format of Technical specification cum Compliance Certificate given in the tender documents only	May lead to wrong capture of document details. It may lead may also lead to rejection of the offer.
7.	Enclose Valid agency agreement copies along with the offer in case the foreign vendor wants to avail their services	Absence of / Invalid agency agreement will violate regulatory guidelines. Hence the offer will not be considered
8.	Submit the tender well with in the tender due date	Request for extension will be given at the sole discretion of BHEL.
9.	Accept Reverse Auction (RA) as it gives the vendor to fine tune their price offers	BHEL reserves the right to reject the offer, if RA is not accepted.
10.	Accept Standard BHEL commercial terms	Non acceptance will result in invocation of loading factors.
11.	All local vendors have to give statutory levies like ED/CST/VAT / Service tax/ Works contract tax clearly.	In the absence of these details vatable credits, which will have a bearing on tender priorities, will not be considered.
12.	Foreign vendors have to clearly understand the statutory levy clause in the commercial terms and conditions and note that Services rendered in India are subjected to service tax and Tax deduction at source clauses.	If the same is not accepted by vendor, it will be included in the landed cost of the vendor.

Dont's

1.	Dont's	Consequence of doing
2.	Please do not give price in techno-commercial offer when the tender is a two part bid	It will undermine bidder's competitive position and also affects transparency.
3.	Don't enter into agency agreements with Indian agents after submission of offer.	Such agreements are invalid as per regulatory guidelines.
4.	While healthy comparative evaluation emphasizing the strengths of your product over other products available in market is acceptable, don't evaluate the technical offers of your competitor in an accusatory tone.	Such correspondence will be perceived as litigious in nature and can be perceived as hindering the tender evaluation process.
5.	Don't give price of main equipment under optional items head, except when specifically asked in the specification.	Optional items will not be considered for tender priority evaluation.

ANNEXURE -A

Important General Instructions :

1. Please read the instructions CAREFULLY.
2. BHEL <u>strongly believes</u> / prefers to <u>deal directly</u> with <u>OEM Vendors</u> . In the event prospective vendor desires to avail the services of Indian Agent, then the principal should ensure the compliance of regulatory guidelines, which require mandatory submission of
A copy of the agreement between principal and agent. (NOTE: In the absence of this agreement, Indian Agent status can not be accorded and the foreign vendor has to deal directly with BHEL).
Such agreement SHOULD fulfill the following:
a. Agreement should be in place well before the enquiry date.
b. It should clearly stipulate the services that are rendered and commercial consideration between them.
c. It is the responsibility of principal to ensure that your Indian Agent is not representing any other Original Equipment Manufacturer (OEM) in this Tender i.e (Equipment) and to this extent they have to forward an undertaking. This is required because at any stage, if it is found, that your Indian Agent is employee of a banned agency or an employee of banned agent or representing more than one OEM in the same tender then your offer will be disqualified.
d. Indian Agent will be paid in INR.
The above listed requirements are only indicative and any other conditions stipulated by regulatory agency will be sought while finalizing the tender. Only after meeting all the above requirement your Indian Agent will be recognised by BHEL. Or else it is not possible to accept any agent as your representative. And Correspondence will be directly held with you as far as this tender is concerned.
4. BHEL encourages prospective vendors to download the tender documents directly from the web as it is simple and time effective.
5. Please submit your offer well in time without SEEKING time extensions. As this enquiry is a part of tight schedule project (with monitoring by the ministry), tender due date extension will be an EXCEPTION & not a norm. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.
6. Tender due date extension / corrigendum, if any, will be published on the web-site of the company only. No separate communications will be sent to any body.
7. For any clarifications on the specifications or tender please email to :dsandeep@bhel.in.
8. Please accept BHEL commercial terms. In the event they are not acceptable please note that LOADING factors will be included in your price while finalizing tender priorities.
<u>Important Instructions while preparing the techno commercial offer:</u>
1. Please note that open tender is a two part enquiry and the techno commercial offer will be evaluated first.
2. Please note that Pre Qualification criteria are the most important clause in the specification cum compliance certification. Ensure that all details as sought in the said clause are given along with documentary proof wherever required. NOTE: BHEL will make independent verification with the information given under this clause.
3. Please forward a copy of Business Information Report incorporating the rating by an international credit rating agencies like DUN and Bradstreet or Credit Reform, which is a requirement under clause 11 of BHEL standard Terms and conditions for procurement of Capital Goods.
4. Please ensure that Page numbers are given to your offer and the covering letter is duly signed.
5. Please DO NOT give PRICE DETAILS in the techno commercial offer, as the offer will be liable for rejection.
6. Please ensure that offers to technical & commercial terms are given in the format given by BHEL only. Please do not make any changes in the format, but only give your offers in the "Supplier confirmation" column. Any remarks are to be given in "Deviations" column only.
7. If any changes are noticed subsequently to the format itself, the same shall be construed as derailing the tender process, and will be dealt accordingly.

ANNEXURE – VI

LIST OF CONSORTIUM BANKS:(OMI-219)

1. State Bank of India
2. ABN Amro Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N.A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.,
9. The Hongkong and Shanghai Banking Corporation Ltd.
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank.
17. Allahabad Bank
18. Andhra Bank
19. Bank of India
20. Bank of Maharashtra
21. Central Bank of India
22. Dena Bank
23. Indian Bank
24. Indian Overseas Bank
25. Oriental Bank of Commerce
26. Punjab & Sind Bank
27. UCO Bank
28. Union Bank of India
29. United Bank of India
30. Vijaya Bank
31. State Bank of Bikaner & Jaipur
32. State Bank of Indore (merged with SBI)
33. State Bank of Mysore
34. State Bank of Saurashtra

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

For & On behalf of the Principal
(Office Seal)

Place _____

Date _____

Witness: _____
(Name & Address) _____

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

Witness: _____
(Name & Address) _____

(To be executed on Non- Judicial Stamp Paper for an appropriate value.
To be stamped as an agreement)

(For Suppliers on Unit's / Division's PMD)

ANNEXURE-II

Framework Confidentiality Agreement Cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20 ____ ("Effective Date") by and between M/s. BHARAT HEAVY ELECTRICALS LIMITED, having registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as "BHEL" or "the company").

And

M/s. _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the "Supplier").

The supplier and the company may, unless the context otherwise requires, hereinafter be collectively referred to as "Parties" or singly as the "Party".

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL / its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with contract(s) (as defined hereunder) placed or to be placed upon the supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. **“Contract”** means the contract entered into with a supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.
- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- D. **“Technical Information”** includes Drawings, and / or Product Standards and / or Specifications and / or Corporate / Plant Specifications and / or Technological Process Sheets and / or Technical Data Sheets and / or Jigs & Fixtures and / or Pattern & Dies and / or Special Gauges and / or Tools etc. Belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Suppliers.
- E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the supplier under or in connection with a contract.
- F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (Whether in terms of effectiveness or in terms of efficiency or both) of the product and / or the service to be provided by the Supplier under a Contract.

2. This Agreement shall come into force / deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the supplier; whichever is earlier.

3. **Agreement deemed to be incorporated in each contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contract has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

4. **Ownership:**

4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.

4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of

BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the supplier any license or right of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the contract and / or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

4.3 Neither party is obligated by or under this Agreement to purchase from or provide to the other party any service or product and that any such purchase / sale of any product and / or service by one party to the other party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is / has been made well aware and acknowledges that the Technical Information being / which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors /suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the supplier or its employees or sub-contractors / suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights / title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings / documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvements

in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the supplier.

5. Use and Non – Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and / or service to any third party, without the prior written consent of the Company.

5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is / was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.

5.5 This Supplier undertakes and agrees not to make copies or extracts of and not to disclose to other any or all of the Technical Information in its possession, except as follows:

(a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked

clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.

- (b) With the prior written consent of Company, the supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
- (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The Obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was / is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

- 7. The Obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of _____ years from the date when the complete Technical Information has been returned in portions on different dates, the period of ____ years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of _____ years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material / documents belonging to him / it or to any other third party.
- c) The Supplier further undertakes that he / it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and / or equipment of the Company, made available to him / it, and undertakes that he / it shall hold the same as a trustee, in capacity of custodian thereof and use / utilise the same solely for the purpose of executing the contract awarded by the Company.
- d) The Supplier further undertakes that he / it shall return all the equipment and / or Technical Information as far as practicable in the same condition in which the same was made available to him / it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and / or Technical Information / improvement thereof. In case any such equipment and / or Technical Information or thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or improvement thereto shall continue to be governed by this Agreement.
- e) The Supplier undertakes to indemnify the Company for all the direct, indirect and / or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and / or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the forgoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take

any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9 (f) hereinabove, the Company shall have a right to withhold, recovery and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him / it by any department / office / unit/ division of the said Company.

10. Arbitration & Conciliation:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of the Unit - BHEL, HPEP.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.

The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.

Subject to the arbitration in terms of clause 46 of ITB (clause 27 of ATC GeM), the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB

11. Governing Law & Jurisdiction:

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy. Electricals Limited¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at

through its Unit at.....(name of the Unit) having agreed to

_____ exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____ 2 (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. dated 3 valued at Rs.....⁴ (Rupees _____ (hereinafter called the said Contract) of Security Deposit for

the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on

production of a Bank Guarantee for Rs. _____ 5 (Rupees

_____ only), we (indicate the name and address of the Bank) having its Head Office _____ at(address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs.in the event of any breach by the said Contractor(s) of any of the terms and _____ conditions contained in the said Contract.

we, _____(indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto 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 Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁶ office/DepartmenUDivision of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s). We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

a) The liability of the Bank under this Guarantee shall not exceed.....8

b) This Guarantee shall be valid up to9

we, (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Day of

for (indicate the name of the Bank)

(Signature of Authorised signatory).

■ This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

¹ NAME AND ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

NAME AND ADDRESS OF THE VENDOR *CONTRACTOR / SUPPLIER .

DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

DATE OF EXPIRY OF CLAIM PERIOD

BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 213 months after validity date.

2. 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 (BHEL's Consortium Bank). 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 be 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

BANK GUARANTEE FOR EMD

Date

Bank Guarantee

No.....

This Deed of Guarantee made this Day of 20.... by
....., in favour of

WHEREAS, Messers (hereinafter called the “tenderer”) have submitted a tender for the supply of in response to Tender No..... (hereinafter called “the said tender documents”) of M/s (hereinafter called the “company”).

AND WHEREAS the said tender documents provide that the tenderer shall pay a sum of INR RS (Indian Rupees..... only) towards earnest money deposit to be made in the form and manner therein specified.

AND WHEREAS the tenderer have approached the (Bank) and at their request and in consideration of the arrangement arrived at between the said tenderer and the said bank. The said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid company.

Now THEREFORE, these presents witness that we, by the hand of its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid company a sum of INR RS (Indian Rupees..... only) on demand being made by the said company and to keep the said company indemnified to the extent of U.S. \$..... (Indian Rupees..... only) by virtue of this guarantee against any loss or damage caused to or caused to or suffered by the said company by said reason of any breach by the aforesaid tenderer of any of the terms, conditions, stipulation, undertaking or any-one of them contained in the said tender documents and for the payment of any money or moneys payable by the said tenderer to the said company under the terms and conditions of the said tender documents (the decision regarding the breach, loss, damage or payment due being solely in the discretion of the said company). We, further undertake to pay the aforesaid amount in a lump-sum on demand irrespective of the fact whether the said tenderer admits or denies such claim, or questions its correctness in any court, tribunal or arbitration proceeding or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said company to the said tenderer for fulfilling conditions of the tender documents and the guarantee will remain in full force irrespective of any change of terms, conditions, or stipulations or any variation in the terms of the said tender documents, irrespective of whether notice of such change and/or variation of the terms

and/or conditions of the said tender documents is hereby specifically waived by us. Further, we shall not be released from this guarantee by any forbearance or the exercise or non-exercise of any of the powers or rights under the said tender documents by the said company against the tenderer irrespective of whether notice of such forbearance, enforcement of any powers or rights, modifications, or changes made in tender documents of concessions shown to the tenderer by the company is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the tenderer, but shall in all respects and for all purposes be binding and operative until all payment of all moneys due or that may hereafter become due to the said company in respect of any liability or obligation of the tenderer under the said tender documents.

We, the said Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of tender and execution of agreement, therefore, and that it shall continue to be enforceable till security amount is deposited by the successful tenderer as stipulated in the said tender documents or till the company certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said tenderer and accordingly, discharges the guarantee, subject however, that the company shall have no rights under this guarantee after the expiry of Days from the date of its execution. This guarantee expires on 20.....

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at New Delhi.

And lastly (bank) undertakes not to revoke this guarantee during its currency without the previous consent of the company in writing.

The Bank hereby declares that it has power to issue this guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full power to do on its behalf under the power of Attorney (date) granted to him by the proper authorities of Bank.

Dated the day of 20.....

Sd/-
Authorised Signatory

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.... ..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at.....² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.... ..dated.....³ valued at Rs.....⁴ (Rupees _____)/FC..... (in words... .. for⁵ (hereinafter called the 'Contract) and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to % (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract, we, _____ (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs.....- (Rupees.....) without any demur, immediately on a demand from the Employer, . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

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

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

We the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to

be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

This Guarantee shall remain in force upto and including...⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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... ..⁸

b) This Guarantee shall be valid up to⁹

c) Unless the Bank is served a written claim or demand on or before.....¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of

(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER ³ DETAILS

ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DA TE

⁷ DATE OF EXPIRY OF CLAIM PERIOD ⁸ BG

AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

~~10~~ DATE OF EXPIRY OF CLAIM PERIOD

List of Consortium Banks (As on 22.02.2017)			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

HY/ FIN/CM/ 2017-18

DATE: 08/06/2017


BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED
B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.
C) Bank Name : STATE BANK OF INDIA
D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.
E) Account No. : 62048154115
F) Account type : Current A/c
G) Bank IFSC Code : SBIN0020075
H) Bank MICR Code : 500002370

Signature of Party : 
Name : (D.SRINIVASA RAO)
Designation : Sr. Accounts Officer/Cash Mgmt.

श्री. श्रीनिवास राव
D. SRINIVASA RAO
जूनियर अकाउंट्स ऑफिसर / फाइनेंस एंड अकाउंट्स
बि.एस.ई.एल. भवन BHEL HYD-32

TO WHOM SO EVER IT MAY CONCERN

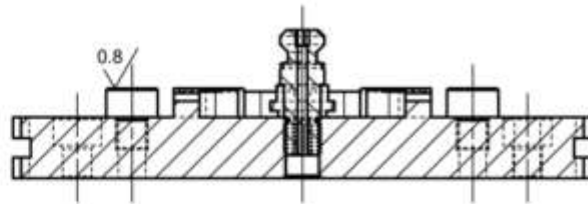
*Certified that the above particulars are found to be correct and matching with our records in respect of the above Beneficiary. This account is utilized for the purpose of collections through **RTGS / NEFT** only and the account is not having a valid **Cheque Facility**.*

(Signature of the Bank Manager)
Seal of Bank:

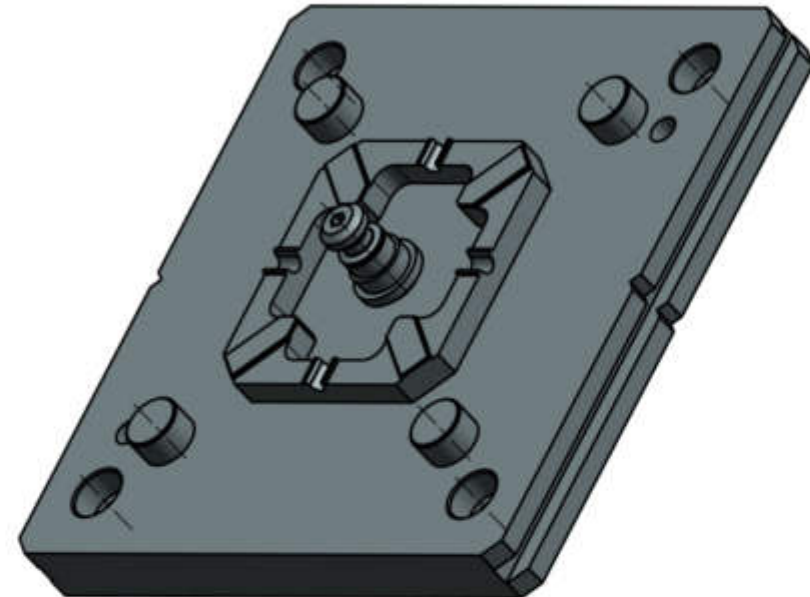
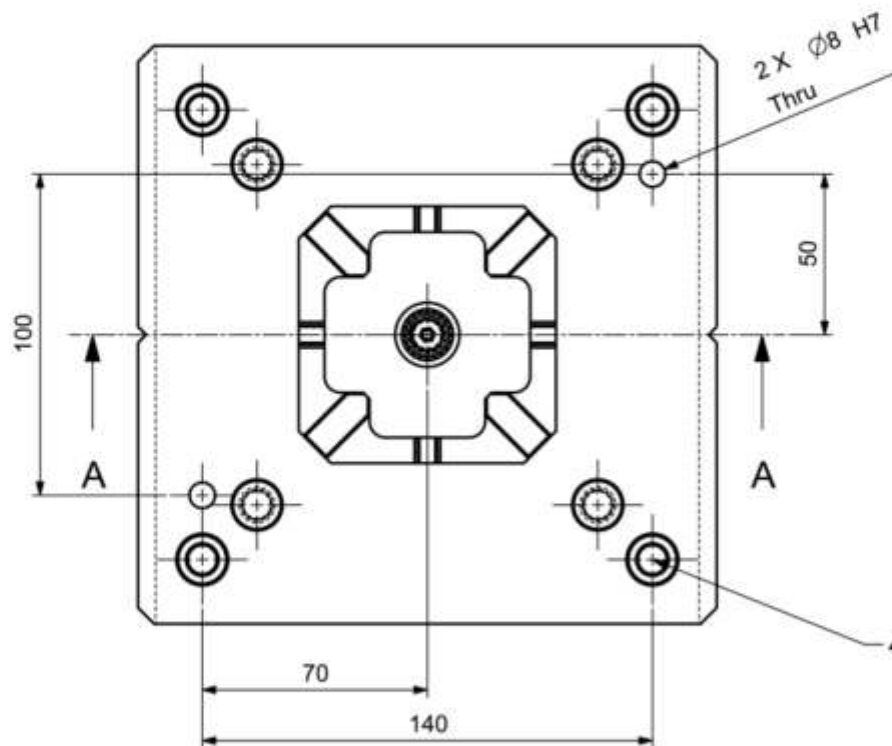


Automatic Tool Clamper

Annexure-1



SECTION A-A



Page 1 of 5

*** This drawing is for reference

REMARKS:

REV	DATE	ALTERED	TYPE	GROUP
		CHECKED	FRB	GT
			NAME/SIGNATURE	DATE
			DRAWN SURJ	27/07/15
			CHECK LOKESH	27/07/15
			APPRO LOKESH	27/07/15
			OLD DRAWING NO.	SCALE
			DEPT CODE 301	NTS

TD-000
REV-00BHARAT HEAVY ELECTRICALS LTD.
HYDERABAD

TITLE

Automatic Tool Clamper

TOOL No.

152811028 TO 31 & 33 TO 36

DRG. No.

20152810020

SHEET 1 OF 1

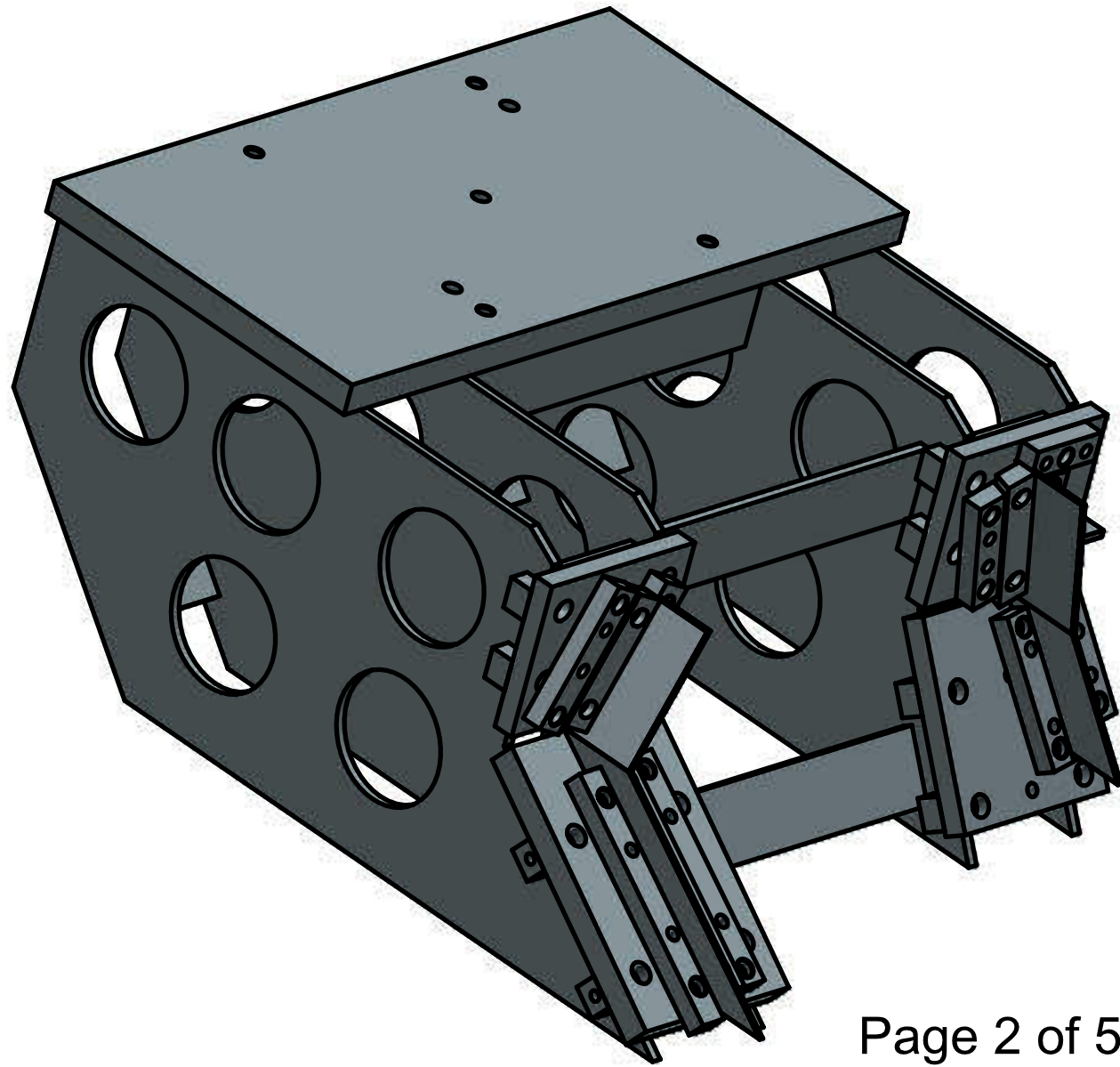
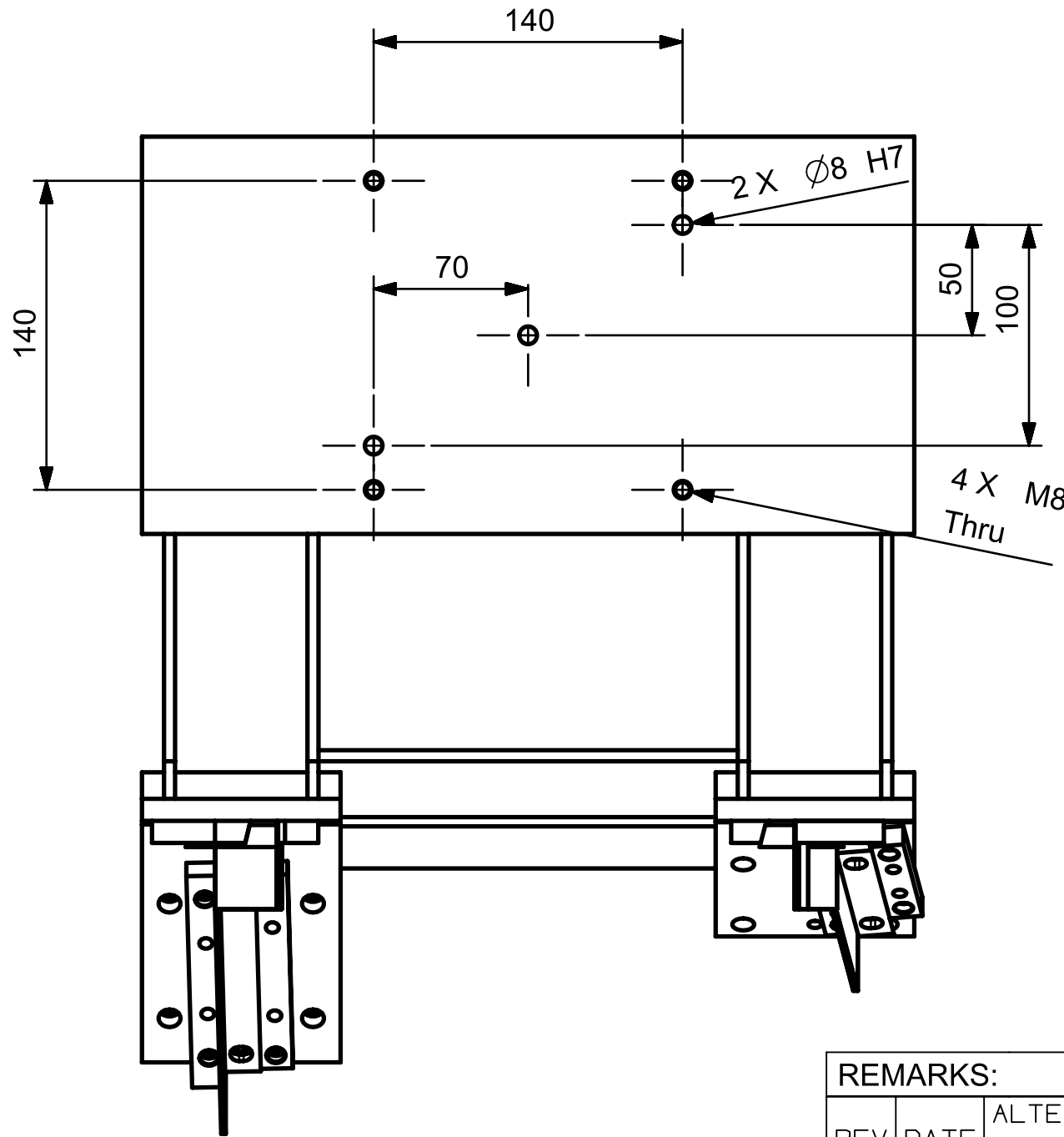
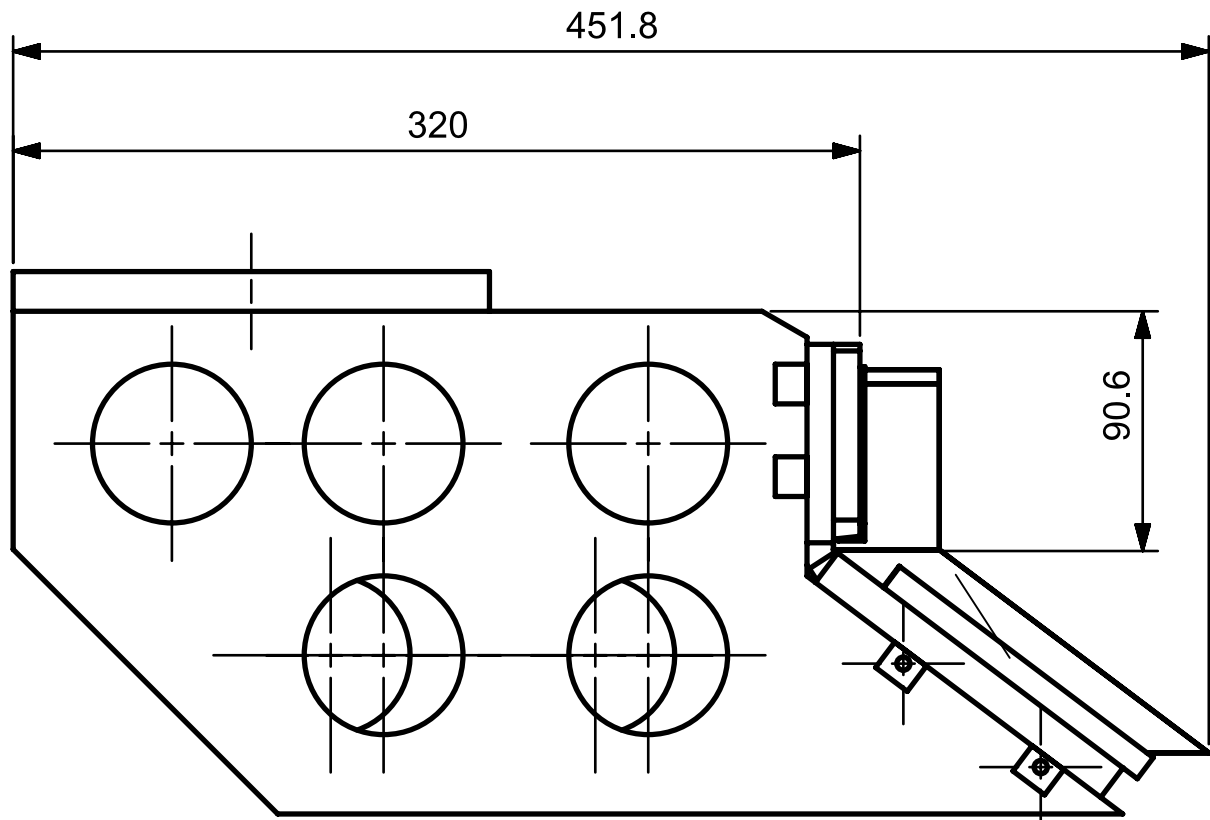
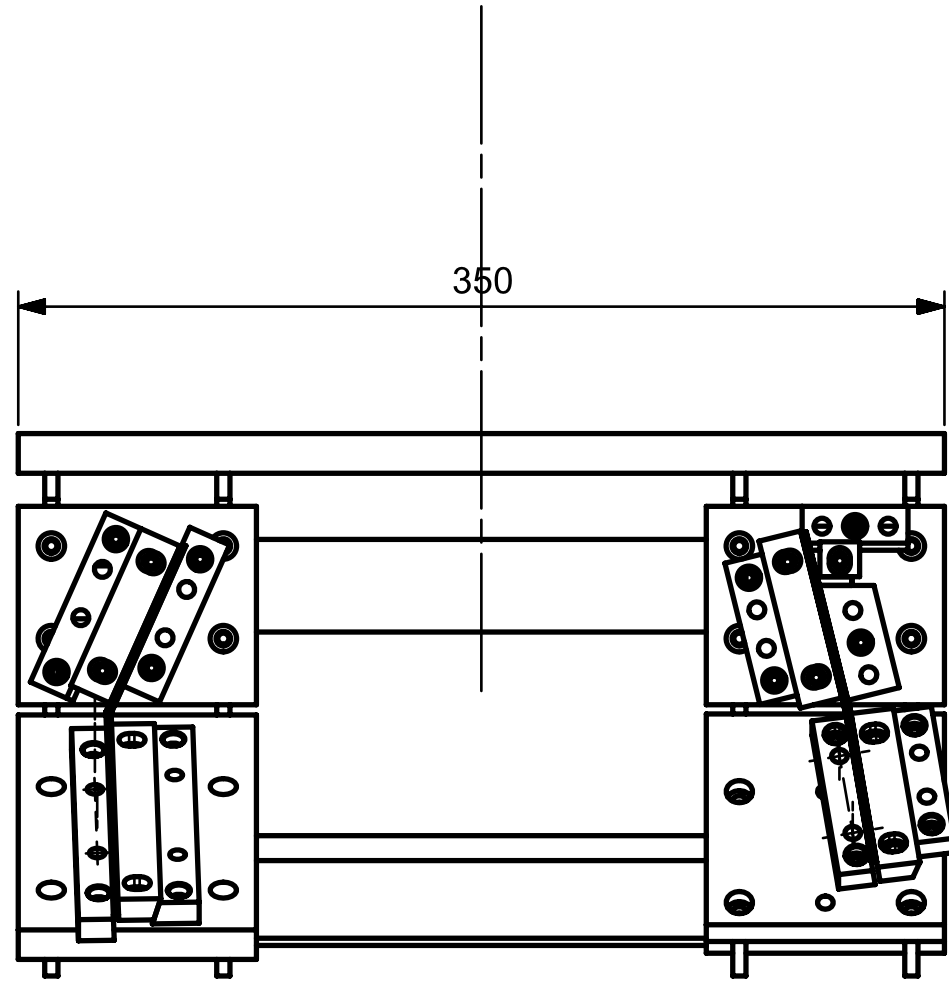
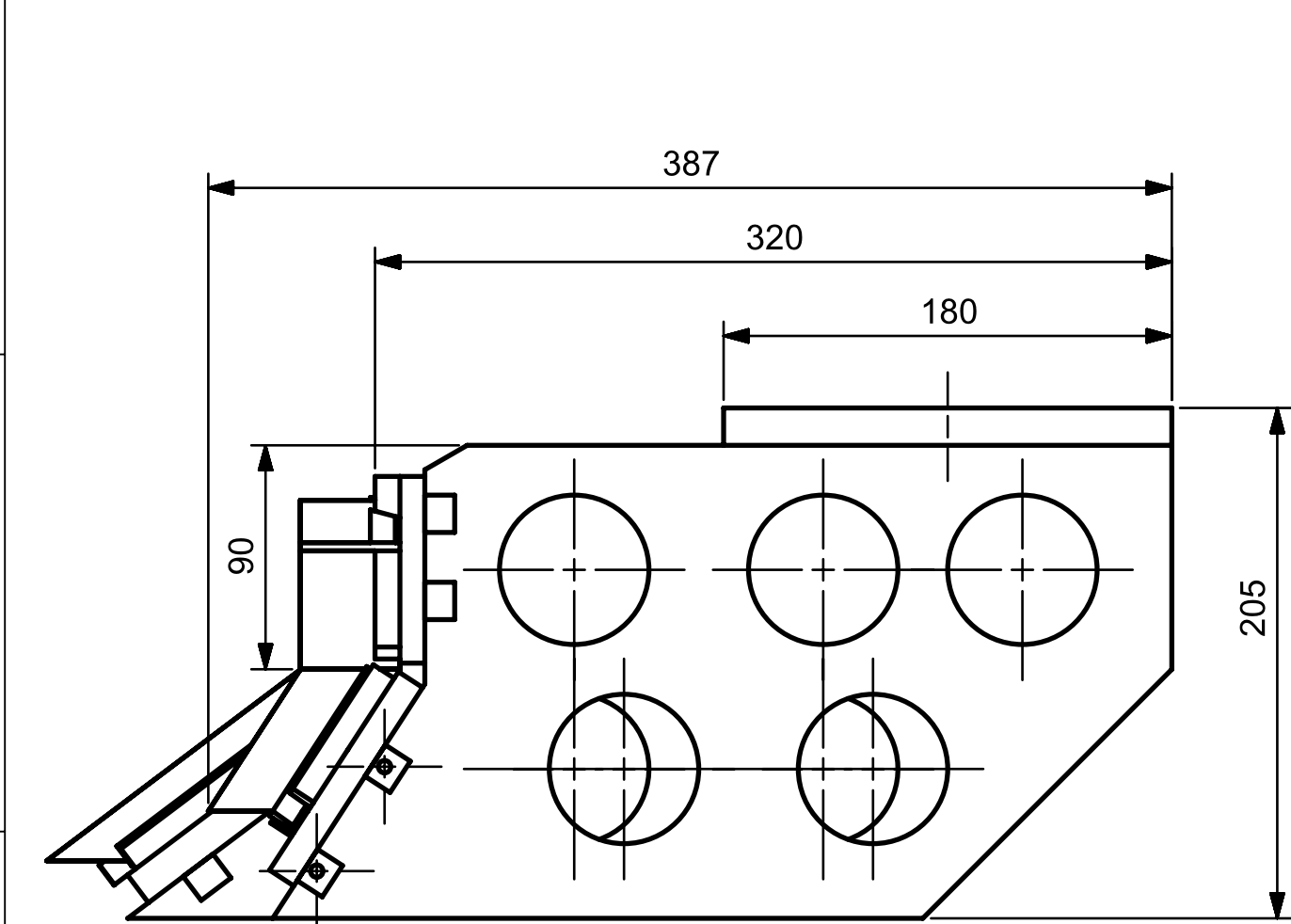
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3D CAD MASTER PART NAME:

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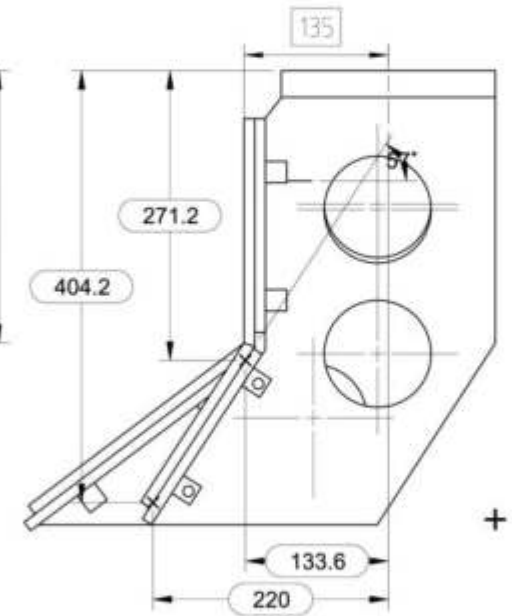
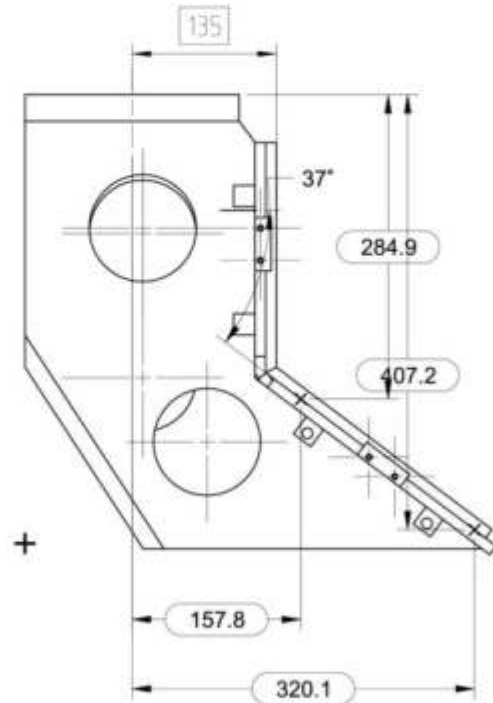
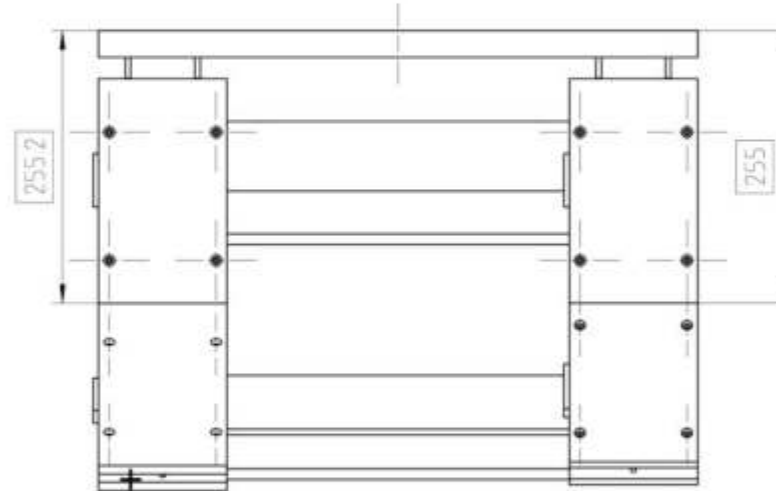
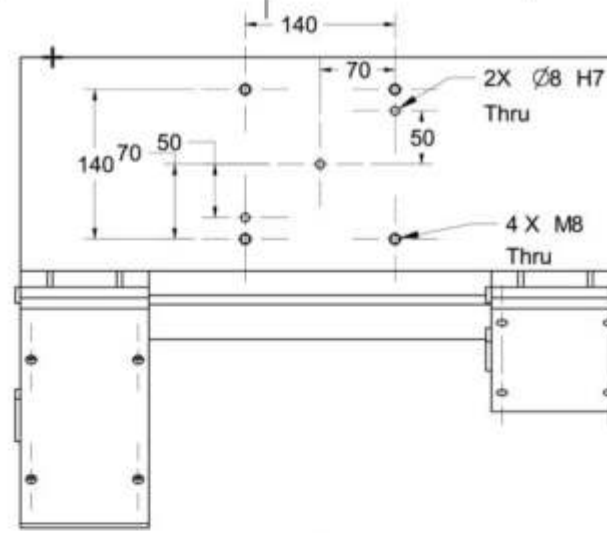
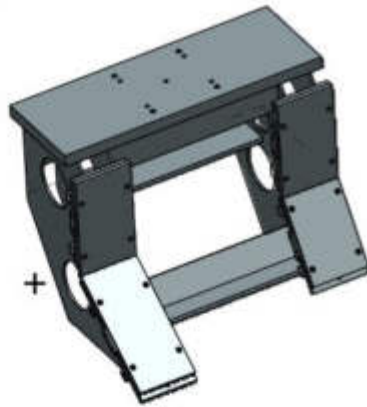
ANNEXURE-1



REV				REV			
DATE				DATE			
ALTERED				ALTERED			
CHD/APPD				CHD/APPD			
ZONE				ZONE			


3D CAD MASTER PART NAME :

REMARKS:							
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			NAME/SIGNATURE	DATE			
			DRAWN	SURI			
			CHECK	LOKESH			
			APPRO	LOKESH			
				OLD DRAWING NO.	SCALE	TD-000 REV-00	
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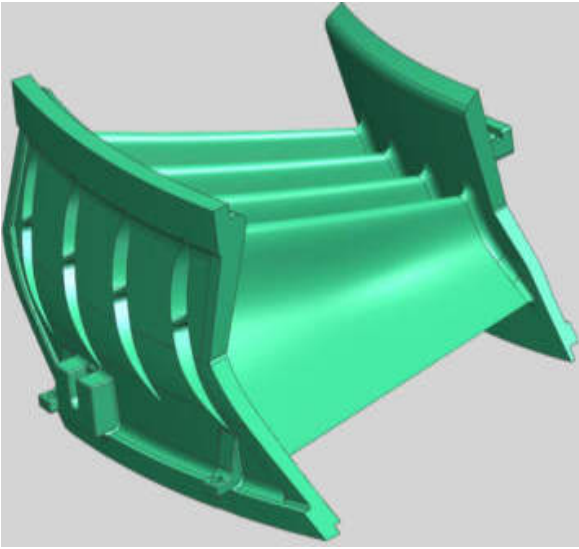


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CHECKED BY	AM1T	SIZE DRG NO. 30152810056	
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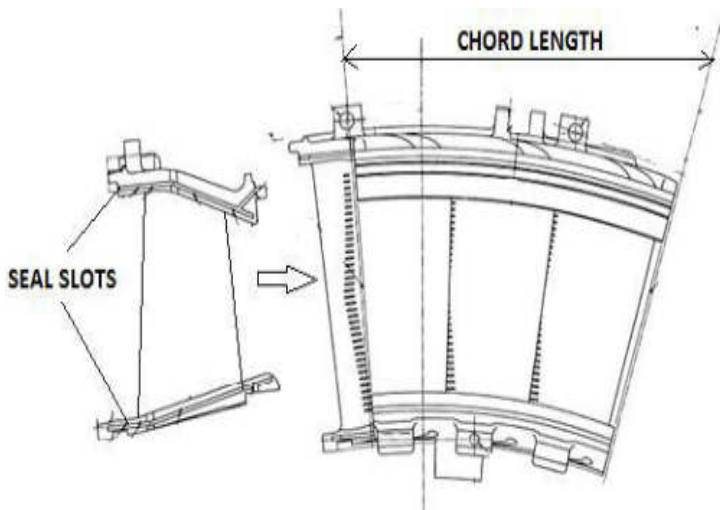
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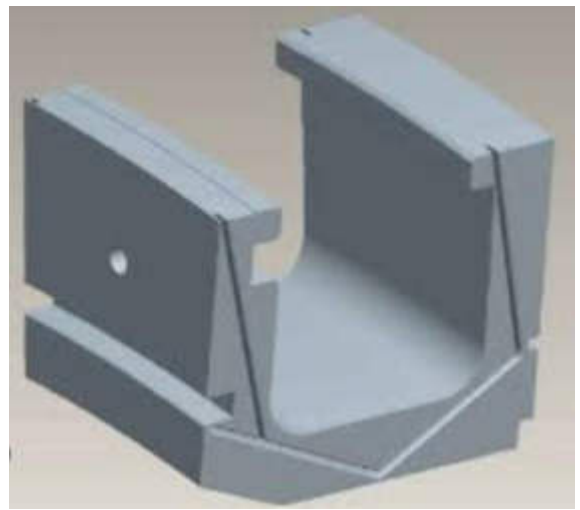
Nozzle segment Raw Material - Casting



Nozzle segment Finish machined

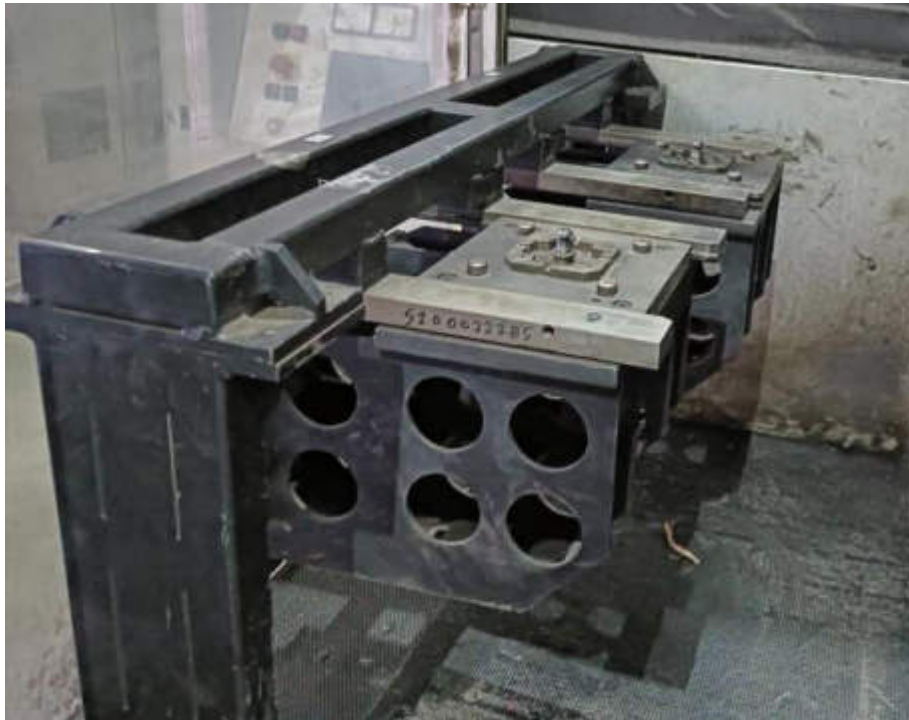


Nozzle segment EDM Machining scope



Shroud segment EDM Machining

ELECTRODE HOLDER PARKING STATION



Annexure-1

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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


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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.


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- 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.

[Signature]

DR. B. S. BASINI
Dy. Manager / CMD - Purchase
BHEL, WPD, WTD-32

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)

Place _____
 Date _____


 Witness: 
 (Name & Address) _____
 Manager / Purchase - CMMI
 BHEL-IP:R03 dtd 01-04-2022

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

Witness: _____
 (Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

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

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	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)
Name: Bikash Basini
Deptt: CRM Purchase
Address: BHEL Hyderabad.
Phone: (Landline/ Mobile) 040-23184601
Email: bikashbasini@bhel.in
Fax: _____

(2)
Name: T. Venkateswara Rao
Deptt: CRM-Purchase
Address: BHEL Hyderabad.
Phone: (Landline/ Mobile) 040-23182379
Email: rao.tv@bhel.in
Fax: _____

Annexure - IV

Proforma for self-certification by Supplier for Compliance to Clause No 20 (B)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is **not from such a country/is from such a country** (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s fulfills all requirements in this regard and is eligible to be considered . (where applicable , valid registration by the competent authority shall be attached)

Sd/-

Authorised Signatory with Stamp