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ENQUIRY DUE DATE: 31-MAY-23

S.NO	DRG NO	ITEMNO	REVNO	DESCRIPTION	UNIT	QTY	MATBY	DELIVERY
1	0252028960100	0	01	SPIDER ASSEMBLY (MACHINED)	NO	3.00	B	Within 60 days from the receipt of BHEL material

REMARKS :

- 1- SCOPE WORK:- MACHINING OF SPIDER ASSEMBLY WITH BHEL MATERIAL AS PER DRAWING, TECHNICAL REQUIREMENTS AND QUALITY REQUIREMENTS.
- 2- PHYSICAL INSPECTION BY BHEL/ BHEL NOMINATED INSPECTION AGENCY AND VERIFICATION BY CUSTOMER AS PER DRAWING AND QUALITY PLAN REQUIREMENT
- 3- QUALITY PLAN NO QP/QA/216294 REV 00 DT. 26.04.23 SHALL BE FOLLOWED.
- 4- ENQUIRY IS FLOATED FOR "TWO PART BID" ON GEPNIC PORTAL.
- 5- ALL TERMS AND CONDITIONS OF TENDER IS ENCLOSED WITH TENDER ENQUIRY.
- 6-VENDORS HAVE TO SUBMIT THEIR OFFER AS PER "ESSENTIAL INSTRUCTION FOR BID SUBMISSION" AVAILABLE ALONG WITH TENDER ENQUIRY.
- 7- PART-II (PRICED BID) SHALL CONTAIN ONLY QUOTED RATES OF ITEM OF TENDER ENQUIRY.
- 8- RISK PURCHASE CLAUSE:-
- IN CASE OF ABNORMAL DELAYS (BEYOND THE MAXIMUM LATE DELIVERY PERIOD AS PER LD CLAUSE) IN SUPPLIES/ DEFECTIVES SUPPLIER OR NON-FULFILLMENT OF ANY OTHER TERMS AND CONDITIONS GIVEN IN PURCHASE ORDER, BHEL MAY CANCEL THE PURCHASE ORDER IN FULL OR PART THEREOF, AND MAY ALSO MAKE THE PURCHASE OF SUCH MATERIAL FROM ELSEWHERE/ ALTERNATIVE SOURCE AT THE RISK AND COST OF THE SUPPLIER. BHEL WILL TAKE ALL REASONABLE STEPS TO GET THE MATERIAL FROM ALTERNATE SOURCE AT OPTIMUM COST. IF BIDDER DOES NOT AGREE TO THE ABOVE RISK PURCHASE CLAUSE, BHEL RESERVES THE RIGHT TO REJECT THE OFFER. IN CASE FOR COMPELLING REASONS BHEL ACCEPTS THE OFFER WITHOUT ACCEPTANCE OF THIS CLAUSE BY THE BIDDER AND IN THE EVENTUALITY OF RISK PURCHASE, APPROPRIATE ACTION WILL BE TAKEN AS PER BHEL EXTANT RULES. THIS WILL BE WITHOUT PREJUDICE TO ANY OTHER RIGHT OF BHEL UNDER THE CONTRACT OR UNDER GENERAL LAW.
ACTION AGAINST BIDDERS/VENDOR/SUPPLIER/CONTRACTOR IN CASE OF DEFAULT: IN ORDER TO PROTECT THE COMMERCIAL INTERESTS OF BHEL, BHEL SHALL TAKE ACTION AGAINST SUPPLIERS/ CONTRACTORS BY WAY OF SUSPENSION OF BUSINESS DEALINGS, WHO EITHER FAIL TO PERFORM OR ARE IN DEFAULT WITHOUT ANY REASONABLE CAUSE, CAUSE LOSS OF BUSINESS/ MONEY/ REPUTATION, INDULGE IN MALPRACTICES, CHEATING, BRIBERY, FRAUD OR ANY OTHER MISCONDUCT OR FORMATION OF CARTELS SO AS TO INFLUENCE THE BIDDING PROCESS OR INFLUENCE THE PRICE ECT.
SUSPENSION OF BUSINESS DEALINGS COULD BE IN THE FORM OF "HOLD" OR "BANNING" A SUPPLIER/ CONTRACTOR OR A BIDDER AND SHALL BE AS PER "GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS" AVAILABLE AT BHEL'S WEBSITE "HTTPS://WWW.BHEL.COM/GUIDELINES-SUSPENSION-BUSINESS-DEALINGS-SUUPLIERS SUBCONTRACTOR".
- 9- ALL OFFERS WILL BE ACCEPTED THROUGH GEPNIC PORTAL ONLY.
- 10- OFFERS WILL NOT BE ACCEPTED THROUGH OFFLINE MODE OR E-MAIL OR FAX OR TENDER CELL.

Please indicate the following in your offer

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Pre despatched inspection will be done by BHEL/Third Party Inspection Agency.

Customer inspection at vendor's works as per drawing and quality plan as applicable.

Sub Contractor should indicate the requirement of special toolings/instruments/fixtures at the time of submission of quotation.

Without explicit written permission from BHEL, Haridwar :

i) Vendors shall not pass on any Drawings/Documents or its contents/copy in any form which are being supplied by BHEL Haridwar with the Enquiry/Sub- Contract Order to any other party.

ii) Vendors shall not Sub- Contract the work or part of it to any sub- vendor.

iii) The Vendors shall not use BHEL Haridwar Drawings/documents (supplied by BHEL Haridwar) for supplying the item to any other party.

iv) It shall be ensured that the material is procured from BHEL approved supplier along with correlated test certificates. No waiver shall be acceptable in this.

In case the repeat testing is required, it should be done at NABL accredited lab only. Failing above, BHEL Haridwar shall have the right to take necessary action (including legal action also) and/or impose the penalty, as deemed fit.

Subcontractor shall confirm that all prescribed Technical and other requirements in the drawing will be achieved.

For BHEL matl., Matl will be supplied by BHEL at your works against Bank Guarantee and/or Indemnity Bond.

In case you have not received any drawings/specs, please contact AGM (AIX) before enquiry due date.

If you quote without availability of drawings/specs then any subsequent delay in delivery will not be considered.

Freight chargeable to BHEL on this account will be taken into consideration for comparison of rates.

Quoted rates must be FOR HEEP Store/Shop Haridwar.

Sub Contractor shall confirm the availability of m/c's of reqd. capacity and accuracy.

Guarantee certificate required.

Scope of work as per Drawing, its Technical Requirement and its Quality Requirements.

Delivery period must be quoted properly.

Quotation must be clearly legible.

Standard gauges above size M42 and any special and/or non standard gauges may be issued by BHEL to Sub- Contractors on returnable gate pass through Tool Dispatch Voucher.

For Machining Items:-

- Scrap generated during the machining operation is to be retained by the subcontractor free of cost (Treated as Deemed Sales) and Sub Contractor must adjust/pass on the benefit to BHEL while quoting the rates.
- Taxes and duties will be charged through Sales Invoices.

For fabrication items:-

- Scrap generated during the fabrication operation including pre machining fab is to be retained by the subcontractor and is chargeable at the scrap rates.

Offer must be sent in Two-Parts (Technical Bid & Price Bid). The Technical Bid and Price Bid should be sealed in different envelopes and both of them must be sealed in a common envelope. Technical Bid must contain only technical requirements and all terms and conditions and Price Bid must contain only rate of each item. The Technical Bid will be opened first and Price Bid will be opened only for technically suitable vendors.

In the course of Evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.

* BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of

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vendor.

- * Each page of quotation should contain signature and stamp of authorized representative of vendor, else the quotation is liable to be rejected.
- * In case of any ambiguity, terms accepted in Annexure sent by BHEL will be considered as final.

TAXES & DUTIES:

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Electricals Equipment Plant, Ranipur, Haridwar is '05AAACB4146P1ZL' with state Code as '05' and State Name as 'Uttarakhand'.
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier account.
- g) In the event of any change in the status of vendor after submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (Harmonised System Nomenclature)/SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.

Make in India clause :

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

- * MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.
- * Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :-
 - a. Valid NSIC Certificate or
 - b. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
 - c. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure 1)

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applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.

However, credentials of all MSE supplier will be verified before advancing the intended benefits.

- * MSE vendors claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted alongwith the offer.
- * In case techno-commercial accepted vendors include MSE source and their prices (based on landed cost to BHEL) are within the price band of 15% w.r.t. L-1 vendor, then BHEL can offer 25% of quantity of respective item (rounded off to nearest number) to MSE vendors at L-1 price and in case, more than one MSE vendor is in 15 % band and the same is accepted by more than one MSE vendors then 25% quantities of respective items will be considered for ordering on proportionate basis amongst MSE vendors.
- * While distributing the 25% quantity amongst MSE vendors the decimal points in quantity shall be ignored for all the vendors except the L-1 amongst MSE vendors. Balance quantity after allocating the quantity to other MSE vendors ignoring the quantities in decimal , shall be given to L-1 (amongst MSE) vendor . However if there are more than one MSE vendor at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the vendor offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the vendor having high SPR rating.
- * In case there are more than one MSE vendors (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE vendor with lowest landed cost.
- * In case there are more than one MSE vendors (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the vendor with high SPR rating shall be given preference.
- * If L1 vendor is MSE vendor, entire quantity will be given to such MSE vendor only.

IMPORTANT: ALL THE DRAWINGS ARE PROPRIETARY OF BHEL. IN CASE OF MISUSE, BHEL MAY TAKE LEGAL ACTION

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SATISH KUMAR

ENGINEER/AIX-EM



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Sub-Contracting (Electrical Machines)

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KINDLY READ “**ESSENTIAL INSTRUCTIONS FOR BID SUBMISSION**” THOROUGHLY. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

ESSENTIAL INSTRUCTIONS FOR BID SUBMISSION

Clause 1.0 – Tender submission and opening

The tenders shall be submitted in **TWO PARTS** as described below on or before the due date and time of tender opening:

- a) Part-I (Cover I) : 1. Pre-Qualifying Requirement (PQR) duly filled along with all required documents as asked in PQR.
2. Techno-Commercial Bid. Techno-Commercial Terms & Conditions as per Annexure-B should be filled by vendor and submitted along with part-1 Bid.
3. Replica of price bid (un-priced quotation) must be enclosed with part-1 Bid.
4. EMD (Earnest Money Deposit) Or Valid certificate/Document towards exemption of EMD (EMD is exempted for Micro and small Enterprises only, Central / State – PSUs / Government departments).
5. Certificate as per Annexure-F (In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P 45021/2/2017-P (BE-II) Dated 28.05.2018).
6. Valid MSE certificate applicable for Micro and small Enterprises as mentioned in Tender Enquiry.
7. Deviation with reference to specification to be laid down on separate sheet. Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation.
8. Any other related documents.

b) Part-II (Cover II): The Price Bid in BOQ format shall comprise of the price bid only (with price) as per Tender Enquiry.

Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in Part-I.

If replica of price bid (un-priced) is not submitted along with Part-I bid, the offer is liable to be rejected.

Any corrections / amendments shall be properly & fully authenticated with signature.

The bidders will have to submit signed offer / bid through BHEL NIC portal only. Each page of quotation should be signed and stamped by authorized representative of vendor, else the offer is liable to be rejected. **Unsigned bids are liable to be ignored.**

Terms and conditions agreed by vendor in techno-commercial bid shall be finalized before price bid opening and any terms mentioned by vendor in price bid shall not be considered.

Clause No. 2.0:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).

Clause No. 3.0:

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

Please submit your offer only for the above requirement subject to compliance of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (Version: June-2021, Rev.06). Please visit our site www.hwr.bhel.com for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.

General Terms & conditions of Tender Enquiry:

1. Loading Criteria:

- a) The offers of vendors not meeting our delivery requirement, as indicated in enquiry will be loaded @ 0.5% per week for the period by which their delivery exceeds delivery schedule of tender enquiry. This loading will be for price comparison purpose only. Where deliveries quoted by vendors are not suiting, BHEL may ignore the offer of vendor.
- b) Prices should be quoted on F.O.R. Destination basis. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids. In case BHEL accepts the EX-Works prices such offers will be loaded with actual freight charges as per BHEL freight rate contract.
- c) Please quote your rates on FOR destination basis. However, the insurance will be arranged by BHEL. You can dispatch goods through any Indian Bank Association approved transporters having their branch at Haridwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at <https://hwr.bhel.com/bhelweb/Home.jsp>." If any bidder still quotes on other than FOR destination basis, then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available with BHEL.

2. Taxes & Duties:

- a) The bidder to specify in their offer (part-1 bid) the category of their registration under GST like Registered, Unregistered or composite dealer.
- b) The GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- c) Please quote our GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- f) Material should come back within one year positively from the date of challan against which material was sent to sub-contractor. In case material is not returned within 12 months period, applicable gst with interest from the date of challan shall become payable on expiry of one year period and the applicable gst with interest will be debited from sub-contractor account.
- g) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- h) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- i) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.

- j) The bidder shall clearly indicate HSN (Harmonized System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.
- k) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

3. Following MSE conditions shall be followed: -

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-D where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Attested copy of Udyam Aadhar certificate shall also be considered for availing intended benefit of MSE supplier. Non submission of such documents will lead to consideration of their bid at par with other bidders.

No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :- a) Valid NSIC Certificate or b) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or c) EM II certificate along with attested copy of CA Certificate (as per prescribed format at Annexure-D) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over or d) Udyam Aadhar certificate. However, credentials of all MSE supplier will be verified before advancing the intended benefits. MSE vendors claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.

In case techno-commercial accepted vendors include MSE source and their prices (based on landed cost to BHEL) are within the price band of 15% w.r.t. L-1 vendor, then BHEL can offer at least 25% of quantity of respective item (rounded off to next higher number) to MSE vendors at L-1 price and in case, more than one MSE vendor is in 15% band and the same is accepted by more than one MSE vendors then at least 25% quantities of respective items will be considered for ordering on proportionate basis amongst MSE vendors. While distributing the 25% quantity amongst MSE vendors the decimal points in quantity shall be ignored for all the vendors except the L-1 amongst MSE vendors. Balance quantity after allocating the quantity to other MSE vendors ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) vendor. However, if there are more than one MSE vendor at the same price level then preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the vendor offering favourable terms to BHEL and if the conditions offered are also same then preference will be given to the vendor having high SPR rating. In case there are more than one MSE vendors (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE vendor with lowest landed cost. In case there are more than one MSE vendors (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the vendor with high SPR rating shall be given preference. If L1 vendor is MSE vendor, entire quantity will be given to such MSE vendor only.

4. Treatment of offers submitted by agents in OT:

- a) Either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both.
- b) In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
- c) The agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.
- d) The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects should be followed:
 - i) The manufacturer should meet the PQR requirement as defined in the tender.
 - ii) In order to establish capability of agent to execute the order, the agent should have annual turnover of at least equal to the estimated value of the goods required under the subject tender during one Financial Year and the Net worth of the bidder(agent) should be positive.
 - iii) Manufacturer and bidder should Jointly confirm Guarantee for the Quality of product and timely delivery as stipulated in the NIT.
- e) BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockiest not registered specifically etc. are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

5. Without explicit written permission from BHEL, Haridwar :

- a) Vendors shall not pass on any Drawings/Documents or its contents/copy in any form which are being supplied by BHEL Haridwar with the Enquiry/Sub-Contract Order to any other party.
 - b) Vendors shall not Sub-Contract the work or part of it to any sub-vendor.
 - c) The Vendors shall not use BHEL Haridwar Drawings/documents (supplied by BHEL Haridwar) for supplying the item to any other party.
- 6. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
 - 7. Prices shall be furnished per piece / package basis as per define tender terms & conditions. ***Else, the bid is liable for rejection.*** Quotation must be clearly legible.
 - 8. In the course of Evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL decision in such situations shall be final and binding. {This clause will not applicable if Reverse Auction is resorted in the tender.}
 - 9. Any item not included in this tender quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
 - 10. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors through e-mail or they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 7 days' notice to come prepared with the required

documents/ clarifications. No extension will be given. ***The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.***

11. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact bid (if applicable).
12. The quantity may undergo change at the time of ordering.
13. No standard gauges up to M42 shall be provided by BHEL.
14. All enclosures must be sent with the quotation with seal and signature.
15. In case of rejection, total material cost along with other commercial overheads will be recovered from Vendor.
16. Scrap generated during the machining operation is to be retained by the vendor free of cost (Treated as Deemed Sales) and vendor must adjust/pass on the benefit to BHEL while quoting the rates. Scrap generated during the machining operation is non-chargeable, only GST and applicable taxes on scrap value will be recovered from vendor's end. The scrap rate will be calculated based on the monthly market scrap price Published in MSTC Bulletin/any other document under category of scrap. The difference between raw material weight and finalized weight shall be considered for the calculation of scrap generation.
17. Vendor shall confirm that all the prescribed Technical and other requirements in the drawing will be achieved.
18. BHEL material will be supplied by BHEL Haridwar at Vendor's works at BHEL cost against Bank Guarantee and/or Indemnity Bond of vendor.
19. Sub-Contractor shall confirm the availability of Machines/ Measuring equipments of reqd. capacity and accuracy. Measuring equipments must have a valid calibration.
20. For each supply, vendor's are requested to raise separate Invoice along with Running Tally sheet (RTS), GST compliance Certificate (as per Annexure-E), Copy of BHEL GST challan, Material receiving (Material sent by BHEL at vendor's work) document at vendor's works & Guarantee certificate. In case vendor will not submit material receiving document, then GST challan date mentioned in GST challan shall be considered as material receiving date at vendor's work. All invoices must be sent to AIX-EM, BHEL Hridwar for further payment processing.
21. Where Bank Guarantee and/or Indemnity Bond clause not accepted by vendor, BHEL may ignore the offer of vendors.
22. Each page of quotation should contain signature and stamp of authorized representative of vendor, else the quotation is liable to be rejected.
23. All the drawings are proprietary of bhel. In case of misuse, BHEL may take legal action against Vendor as per extant BHEL policy.
24. Prices are to be indicated in both figures and words. In case of any discrepancy of value, prices quoted in words shall be considered for evaluation and establishing L1 status.
25. Prices quoted should not be more than the prices quoted to any other BHEL units/offices/ divisions.
26. **The evaluation of tender shall be on the basis of " Landed cost at BHEL (HEEP) Haridwar".** For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) 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.
27. Applicable Taxes & duties should be indicated separately and clearly in the quotation.

28. In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in Part-I.
29. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
30. Call for stage/final inspection will be given 10 days in advance. Any delay in deputing inspector shall be added in the part lead time before calculating Late penalty (LD).
31. The material issued to sub-contractor as free issue material for machining/machining & assembly/coating operations shall remain the property of BHEL, Haridwar. The sub-contractor shall use the above materials only for BHEL contract and for no other purpose whatsoever. The sub-contractor shall be liable for the loss or damage to above material from whatsoever cause happening while such material is in the possession or under the control of the sub-contractor. All the materials of BHEL, Haridwar shall under no circumstances be hypothecated to any Bank or to any lending institution or to any Party whatsoever. It should not also be shown as the sub-contractor's assets in any of the statements of sub-contractor to any party. The sub-contractor shall produce document for the free issue material supplied to them to BHEL officials visiting the sub-contractor's unit for verifications/inspection purposes at any time. If sub-contractor fails to produce or properly account for the material so issued, BHEL Haridwar will take further action as deemed fit including the recovery of the value of material as per BHEL norms from the sub-contractor's running bills/ encash sub-contractor's Bank Guarantee.
32. 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.
33. New vendor, not registered in BHEL Haridwar for Tender items, may please visit at <https://supplier.bhel.in/> and submit their application with relevant documents.
34. If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.
35. For this Tender Enquiry, Public procurement (preference to Make in India), Order 2017 dated 04.06.2020 shall be applicable.
For this procurement, the local content to categorize a supplier as Class-I local supplier/ Class II local supplier/Non-local supplier and purchase preference to Class I local supplier, is as defined in Public procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part-II bids against this NIT.
As defined under public procurement (Make in INDIA) notification dated 04.06.2020, only the 'Class-I local supplier' and 'Class-II local supplier' are eligible to bid against this enquiry. Hence, bids of non-local supplier (if any) will not be considered.
Accordingly, the 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.

36. **Reverse Auction (RA):-** “BHEL shall be resorting to Reverse Auction (Guidelines as available on www.bhel.com) for this tender.

RA shall be conducted among the techno-commercially qualified bidders. Price bid 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.”

Signature with Date :

Name of Person :

Designation & Deptt :

Seal of Company :

Items details of Tender Enquiry No. X/6610/2023/0048/W/1

S. No.	Drawing No.	Item	Material By	Qty. (No.)
1	0252028960100	SPIDER ASSEMBLY (MACHINED)	BHEL	3

Unpriced Bid / Replica of Price Bid

Quotation no.....Dated.....

Enquiry No. X/6610/2023/0048/W/1

S. No.	Drawing No.	Item	Material By	Qty. (No.)	Quoted / Not Quoted
1	0252028960100	SPIDER ASSEMBLY (MACHINED)	BHEL	3	

(Sd/-)

Seal and Signature of Supplier

TECHNO-COMMERCIAL TERMS & CONDITIONS AGAINST TENDER NO. X/6610/2023/0048/W/1

S. No.	BHEL Standard Terms & conditions	Vendor's Acceptance/ Comments
1	Scope of Work: Complete machining of Spider Assembly (refer Annexure-A) with BHEL material is to be carried out as per drawing/standard, Technical requirememnts and quality requirements. Fabricated material will be provided by BHEL for machining.	
2	Rate F.O.R. : Quoted rate by vendor/ sub-contractor should be F.O.R. Subcontract Store, HEEP, BHEL, Haridwar basis.	
3	Quality Requirements: Physical inspection by BHEL/BHEL nominated inspection agency & verification by customer as per drawing and quality plan requirements. Quality Plan no. QP/QA/216294 rev 00 dtd. 26.04.2023 is attached and shall be followed.	
4	Evaluation of Bids : Bidder should submit the offer for each quantity of item. Evaluation of L1 status shall be done on the basis of landed cost to BHEL, HEEP, Haridwar along with loadings (if any).	
5	Payment terms: 90% payment will be done after receipt and acceptance of items in HEEP, BHEL, Haridwar and balance 10% payment will be done after final accountal of materials (i.e Scrap Accountal). Currency of payment will be Indian Rupees(₹). Quotation containing payment term other than above, is liable to be rejected.	
6	Validity: Validity of the offer should be minimum 120 days from tender opening date.	
7	ORDER ACCEPTANCE: Order acceptance (ink-signed/ email) shall be given by vendor within 7 days after receipt of Purchase order through email otherwise it will be assumed that Order is acceptable to vendor.	
8	Submission of Indemnity bond: Indemnity Bond (IB) of value ₹ 96.95 Lacs in BHEL prescribed format (Annexure-C) should be submitted. Without submission of Indemnity Bond, materials shall not be issued to vendor. (The value of Indemnity Bond is for complete quantities of all items of the enquiry. <i>The vendor has to submit the Indemnity Bond for the value of item quantities issued/ordered on him, which will be communicated to vendor separately after placement of order.</i> BHEL reserves the right to ask for the Indemnity Bond for increased amount depending upon the material availability with the SUB-CONTRACTOR from time to time.	
9	TAXES: A. All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN.	

	<p>B. Goods & Service Tax (GST): As applicable against documentary proof.</p> <p>C. Vendor status regarding registration (registered/un-registered/registered under composite scheme) under GST.</p> <p>Vendor should mention GST registration no. in case of registered/registered under composite scheme.</p> <p>In case of un-registered in GST, vendor should confirm with reason of not registration.</p> <p>D. Input Tax Credit: Input Tax Credit will be applicable for registered vendor only against documentary proof. No Input Tax Credit is applicable for unregistered/ composite registered supplier.</p>	
10	<p>Delivery and Transportation: -</p> <p>A. Delivery Period: Within 60 days of receipt of materials from BHEL Haridwar at vendor's works.</p> <p>B. Transportation of BHEL Material: By BHEL at vendor works on freight paid basis.</p> <p>C. Delivery basis: Delivery of finished/ machined item must essentially be F.O.R. Stores BHEL Haridwar basis. Freight for sending finished components from vendor works to BHEL Haridwar shall be borne by vendor at its own cost & responsibility.</p>	
11	<p>Late delivery penalty Clause: LD clause is applicable @0.5% per week or part thereof with a maximum limit of 10% of unexecuted portion. Loading of penalty for comparison purpose shall be done to the extent if same is not agreed.</p>	
12	<p>Guarantee Certificate: Vendor should submit Guarantee Certificate along with each supply of components. Components shall warrant at least for 18 months for meeting all requirements as per BHEL drawings and other technical conditions. If the same are found defective owing to faulty workmanship/incomplete work within a period of 18 Months from the date of receipt, the supplier shall make good of it / replace/ repair/ complete the same free of cost. If rework/ repairing/Completion etc. is done by BHEL, the charges for same shall be deducted from the Sub-Contractor's account as per BHEL standards.</p>	
13	<p>Attending to any complaint during Guarantee period: For any type of complaint (such as poor quality of machining/ machining & assembly/ coating, poor performance etc.), vendor has to rectify the job without any financial implication (free of cost).</p>	
14	<p>Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. In case vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honor the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.</p>	

15	<p>Settlement of Disputes:</p> <p>If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.</p> <p>All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator.</p> <p>The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.</p>	
16	<p>BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. The clarifications will be communicated to the eligible vendors. The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.</p>	
17	<p>Force Majeure Clause:</p> <p>Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.</p> <ul style="list-style-type: none"> a) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. b) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. c) Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country. 	
18	<p>RIGHT OF ACCEPTANCE.</p> <ul style="list-style-type: none"> a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges. b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders. c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry. 	

	<p>d) In case of changes in scope and/or technical specification and/or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.</p> <p>e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.</p> <p>f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.</p>	
19	<p>Reverse Auction: 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. 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.</p>	
20	<p>Details of Contact Person to be mentioned: Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no.</p>	
<p><u>Note 1:</u></p> <p>Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry.</p> <p><u>Note 2:</u></p> <p>BHEL reserves the right to reject any or all the offers (on techno-commercial ground) without assigning any reason thereof.</p>		

Acceptance by Vendor

(with Signature and company seal)

INDEMNITY BOND

This Indemnity Bond made on this _____ day of _____ by _____ a company registered under the Indian Companies Act 1956 and having its registered office at _____ (hereinafter referred to as the Contractor) in favour of M/s Bharat Heavy Electricals Ltd., Ranipur Hardwar, registered under the Company Act 1956 having its registered office at BHEL House Siri Fort New Delhi (hereinafter referred to as the 'Purchaser').

Whereas the purchaser places an order ref. no. _____ with the contractor for the machining of _____ on mutually settled terms & conditions of said order ref. no. _____. The Purchaser has to supply certain materials to the contractor against bank guarantee so as to enable the contractor to execute the said order.

And whereas on the request from the contractor, the Purchaser has agreed to waive off the condition of submission of Bank guarantee and has agreed to issue the said materials to the contractor on submission of an Indemnity Bond by the contractor as hereinafter appearing to cover the free issue material supplied against the order ref. no. _____ placed by the purchaser on contractor.

Now therefore in consideration of the Purchaser agreeing to issue the said materials to the contractor, the contractor does hereby indemnify the Purchaser and agree at all the time responsible for the loss, destruction or deterioration of the materials issued or to be issued by the Purchaser to the Contractor as per terms of the said order for any reason whatsoever while the goods in his custody. It is clearly understood by the contractor that the materials issued by the Purchaser to the contractor in the terms of the terms of the aforesaid order shall continue to be the property of the Purchaser and the contractor shall not sell or dispose off or transfer or otherwise part with the said materials nor than compliance with and performance of the contract which is the subject matter of the aforesaid orders. The contractor shall make all arrangement for the safe custody and proper utilization of the materials issued by the Purchaser and contractor shall be responsible for the Loss destruction or deterioration of all any of the materials issued by the purchaser even if he has taken reasonable precautions and care.

The contractor further indemnifies the Purchaser in respect of all direct and indirect losses which may be suffered by the Purchaser in case the contractor fails to deliver to the Purchaser the materials issued to contractor as aforesaid without demand as soon as the time specified in the respective order has expired or the purposes for which they were issued has been accomplished whichever is earlier.

This bond and the trust hereby created shall remain in valid and bring on the contractor till the _____ and till such time as the above said order have been fully and finally executed and the contractor has delivered all the materials as per the order placed with the contractor and material accounted for as laid down in the respective order. It is mutually agreed that the liability of the contractor in respective of the Indemnity Bond shall be limited to Rs. _____ for machining as aforesaid.

In witness where of the parties here to have set their hand in this deed on the day and year herein above mentioned.

For and on behalf of

Witness:

- 1)
- 2)

Certificate by Chartered Accountant on letter head

This is to Certify that M/S ,
(hereinafter referred to as 'company') having its registered office atis registered under
MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II)..... dtd: , Category:
{Micro/Small}). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year
.....as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery i.e. original cost excluding land and building and
the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722 (E) dated October 5. 2006:
Rs..... Lacs.

2. For Service Enterprises: Investment in equipment {original cost excluding land and building and furniture, fittings and
other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs
..... Lacs.

(Strike off whichever is not applicable)

The above investment of Rs..... Lacs is within permissible limit of Rs..... Lacs for
Micro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the
date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of
3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated
01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

Certificate of Goods and Service to be furnished by Supplier with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, we indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory
GST No:

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____(supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. _____

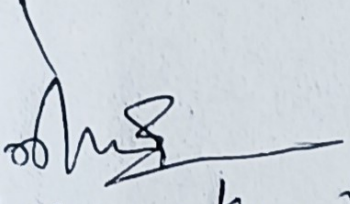
Details of location at which local value addition will be made is as follows:

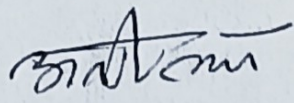
We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

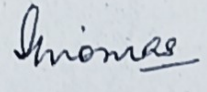
Seal and Signature of Supplier

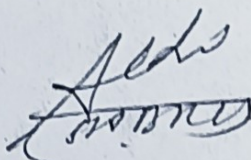
PRE-QUALIFICATION REQUIREMENT

01.00	TECHNICAL REQUIREMENT	Required
01.01	<p>1.0 The Vendor shall have experience of finish turning & milling large size Hydro Motor / Generator Spider assembly or equivalent component of following minimum specifications in the past ten years (on the date of opening of tender) –</p> <p>(a) Spider Outer Diameter/Across flat – 6000 mm (min.)</p> <p>(b) Spider Inner Diameter – 720 mm (min.)</p> <p>(c) Spider Height – 2000 mm (min.)</p> <p>(d) Weight of finish spider – 37,000 Kg (min.)</p> <p>(e) Keyway milling Length - 1960mm (min.)</p> <p>1.1 Facilities for Machining :</p> <p>The vendor should have following in-house machining facilities for finish turning & milling of Spider assembly.</p> <p>1.1.1 Vertical Boring Machine (VTL) for turning of Spider (drg no.-02520214701-00 & 02520289601) having table diameter 6000mm (min.) with Jaws.</p> <p>1.1.2 CNC Horizontal Boring machine for milling of Spider (drg no.-02520214701-00 & 02520289601)with rotary table size of 4000x4000 mm approx, floor size 8000x5000 mm approx, Head travel approx 5 MR in vertical direction and 5 MR in horizontal direction with spindle size dia. 200 mm or more.</p> <p>The vendor shall furnish details of above machining facilities available at their works and get approval from BHEL. BHEL reserves the right for rejection, if the facility is not up to the mark.</p> <p>1.2 The vendor shall confirm machining capability as per BHEL drawing.</p> <p>In support of the above the vendor should furnish the following:-</p>	Vendor to Comply & submit suitable evidence of their experience including technical specifications, technical brochure, photographs etc. of the facilities.
01.02	Vendor to furnish certificate against clause 01.01 from the customer / company or end user duly confirming that Spider Assembly or equivalent job was finish machined, supplied and used for Hydro Motor or Generator/power plant/capital goods/infrastructure application OR vendor to submit documentary evidence as per clause 1.03	Vendor to Comply & submit suitable documents
01.03	Vendor to furnish name of customer/company with complete contact details and month /year of previous supply along with copy of PO, type of machining facility used, supply documents, payment details (invoice copy) and inspection documents of supplied Spider Assembly or equivalent job.	Vendor to Comply & submit suitable documents
01.04	All PQR documents are to be stamped and signed in original by Vendor. In case documents and official stamp is in language other than English, documents and details of official stamp are to be translated in English and duly certified by Government agency/approved agency of Government/Embassy.	Vendor to Comply & submit suitable documents
01.05	BHEL reserves the right to verify the information provided by vendor.. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to agree


(Neeraj Kumar)


(ASHIT KUMAR)


(Jessy Abraham)



Annexure (Non-Disclosure Agreement)

1

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

_____(Name of the Vendor),, having its registered offices in _____(Address of Vendor), registered under the no. _____ of the Companies' register of _____(Name of Place and Country), capital stock of _____(Value), with a place of business in _____(Name of Place and Country) (hereinafter referred to as "_____(Name of Vendor)" which expression shall unless repugnant to the context shall include its successors & assigns.

AND

Bharat Heavy Electricals Ltd a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as "BHEL") which expression shall unless repugnant to the context shall include its successors & assigns. hereinafter also referred to individually as "the Party" or collectively as "the Parties".

BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Tender Enquiry No..... also mentioned in Exhibit 1;

B) It is anticipated that during the possible discussions it may be necessary for BHEL to share certain confidential and proprietary information in written, oral, visual and/or physical/sample/ form to the other party (collectively "**Proprietary Information**", more fully detailed in clause 1 herein below) for the purpose of enabling the parties to interact and deliberate the aforementioned order and take it further (hereinafter referred to as "**Purpose**")

The parties desire to protect such Proprietary Information and ensure that it is not disclosed to any third party without the permission of the party disclosing such Proprietary Information;

NOW, THEREFORE, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature disclosed by BHEL (hereinafter called the “Disclosing Party”) to the vendor) hereinafter called the “Receiving Party”), including but not limited to, commercial information, knowhow and technical information in the form of designs, drawings, concepts, requirements, specifications, trade secrets, IPR, brand name, marketing plans & all other non-public information, software, interfaces, components, processes, or the like, that have been or will be disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the Disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice . Notwithstanding anything to the contrary contained hereinabove, all the drawings and other technical information shared regarding the above mentioned order by the Disclosing Party shall be considered Proprietary Information with or without being marked as confidential/proprietary at the time of sharing the same.

2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that Disclosing Party may elect to use during the life of this Agreement, but if Disclosing Party originally discloses information orally or visually, the Receiving Party will protect such information as Proprietary Information to the extent that the Disclosing Party :

- identifies the Information as Proprietary at the time of original disclosure,
- summarizes the Proprietary Information in writing.

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file. Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. The Disclosing Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the Disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the Indian laws and regulations.

4. The Receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that it receives from the Disclosing Party shall:

- a) be protected and kept in strict confidence by the Receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
- b) be only disclosed to and used by those persons within the Receiving Party's organization who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
- c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;
- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Proprietary Information and which are provided to the Receiving Party hereunder;
- f) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement.

5. Any Proprietary Information and copies thereof disclosed by the Disclosing Party to the other shall remain the property of the Disclosing Party and shall be immediately returned or destroyed by the Receiving Party upon request or upon expiry of this Agreement.

6. The Receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the Receiving Party can prove that:

- a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
- b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
- c) it has been lawfully received from a third Party without breach of this Agreement; or
- d) it has been or is published without violation of this Agreement; or
- e) disclosure of such proprietary information is required by Law or by a court of competent jurisdiction.

7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
 8. Any Proprietary Information which is identified as "Classified Information", or whose export is subject to an export license, shall be identified as such by the Disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the Disclosing Party's Government.
 9. The disclosure of Proprietary Information under this Agreement by the Disclosing Party to the Receiving Party shall not be construed as granting to the Receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.
 10. This Agreement covers the exchange of Proprietary Information which may be made by the Disclosing Party to the Receiving Party until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the Receiving Party before the effective date, shall also be protected under this Agreement.
- It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information
11. The expiry of the period contemplated in Article 10 of this Agreement shall not relieve the Receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
 12. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information in connection with the contract entered between both the parties and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement.

13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Receiving Party also agrees that monetary damages may be inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Agreement. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.

14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration as per the Arbitration & Conciliation Act, 1996. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the Arbitration and Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.

16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.

17. Notices to _____ (**Name of Vendor**) shall be made at the following address:

(Complete Address of Vendor)

Attention: Mr. _____ (**Name of the Authorised Person of Vendor**)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
Ranipur, Haridwar-249403 (Uttarakhand), India]

Attention:

(Name of the PPX Incharge)

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of
(Name of Vendor)

By:

Title:

Signature:

Signed for and on behalf of
BHEL

By:

Title:

Signature:

19. No failure or delay by either party in exercising on enforcing any right, remedy or power here under shall operate as a waiver hereof.

20. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining portion hereof shall remain in full force & effect.

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____ (**Name of Vendor**) and
BHARAT HEAVY ELECTRICALS LIMITED

dated:

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Servicesfor which the Enquiry issued
 / Purchase order to be placed

_____ (**Name of Vendor**) list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

EXHIBIT 2

to the

NON-DISCLOSURE AGREEMENT

between

_____ (**Name of Vendor**) and

Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For (**Name of Vendor**)

(**Name of Person**)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel.

Tel. 01334

Fax

Fax 01334

Address.

Address. Main Administration Building



BHEL, HEEP, Haridwar

India

Manufacturer Name and Address			MANUFACTURING QUALITY PLAN							APPLICABILITIES TO			
BHEL Haridwar approved subcontractors only			ITEM/ EQUIPMENTS	SPIDER ASSEMBLY (MACHINED)				Q.P. NO	QP/QA/216294				
								DATE	26.04.2023				
								REV. NO.	00		CONTRACTOR	BHEL (HEEP) HWR	
								PAGE NO.	Page 1 of 1		Indent	20230048 rev. 00 dated 25.04.2023	
S. No.	COMPONENT OPERATION	CHARACTRISTIC CHECK	CATE-GORY	TYPE/ METHOD OF CHECK	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD	D	AGENCY			REMARK
										M	B	C	
1	2	3	4	5	6	7	8	9	10	11	12	13	14

1.0	<u>MATERIAL INSPECTION</u>												
1.1	Material inspection receipt at vendor works	Verification of identification of material	Major	Visual inspection	100 %	As per drg./ Standard	As per drg./ Standard	Record	✓	P	V	-	Material will be supplied by BHEL. Transfer of Identification of BHEL material to be ensured.
2.0	<u>FINAL-INSPECTION</u>												
2.1	Dimensions	Dimension check & Visual inspection after machining	Major	Visual & measureme nt	100%	As per drg.	As per drg.	Obs. sheet	✓	P	W	V	
2.2		Completeness of Job, Documentation	Major	Visual	100%	-	Drg./QP	Record	✓	P	V	-	Items shall be identified by P.O. No; Drg. No; Plant Order No. & I.R. No.

1. All requirements of P.O., standard and drawing shall be fulfilled.

Manufacturer/Subcontractor		Legends P: Perform by; W: Witness by; V: Record review; C: Customer B: BHEL Representative/BHEL; M: Manufacturer/ sub-contractor D: Documents with tick mark shall be submitted by vendor to BHEL.	For BHEL Use <div>  स्वाती जैन प्रबंधक गुण ता आश्वासन </div> <div>  ब्रज भुषण त्रिपाठी वरिष्ठ प्रबंधक गुण ता आश्वासन </div>
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