



## SPECIAL CONDITIONS OF CONTRACT FOR FRAME WORK AGREEMENT

S. NO.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR'S CONFIRMATION
I	<b>TECHNICAL TERMS</b>		
1	DESCRIPTION, SIZE AND QUANTITY	Description, Size as per reference Drawing No. 4-175-01-03537 Rev.00 and Quantity in Tonnes (approximately) as per Annexure-A to SCC.	
2	SPECIFICATION	HE51173 Rev: 10	
3	MATERIAL	Material shall confirm to SA213 TP304L/304N as per ASME SEC-II Part-A latest Edition, with max. carbon content as per Specification HE51173 Rev.10.	
4	DRAWING	Detailed drawing will be furnished along with PO.	
5	QUALITY PLAN	Standard Quality Plan shall be HY/HE/010/U-TUBE Rev: 05; wherever customer approval requires, vendor shall submit QAP in the applicable format within a week of receipt of PO. BHEL shall obtain the commented / approved QAP from customer within 3 weeks of vendor's submission. However, BHEL shall put best efforts in getting early approval from customer.	
6	PACKING & MARKING	As per BHEL Standard AA0490003 Rev:02.	
7	INSPECTION & CERTIFICATION	<p>By BHEL TPIA (or) BHEL TPIA and Customer / Customer TPIA as per Quality Plan and CIB in IBR Form-III B.</p> <p><b>Note:</b></p> <p>(i) In case of customer inspection, vendor shall provide advance intimation period of 15 days for arranging customer inspection at their works.</p> <p>(ii) Vendors are advised to raise Inspection Call in CQIR system (<a href="http://www.cqir.bhel.in">www.cqir.bhel.in</a>) with Purchasing Unit as 'HPEP' at least 3 working days prior to the proposed date of inspection.</p>	

## SPECIAL CONDITIONS OF CONTRACT FOR FRAME WORK AGREEMENT

S. NO.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR'S CONFIRMATION
<b>II COMMERCIAL TERMS:</b>			
1	PERIOD OF AGREEMENT FOR FRAME WORK AGREEMENT	Two years	
2	TERMS OF DELIVERY	FOR BHEL RC PURAM, HYDERABAD.	
2A	FOR BHEL PRICE / DELIVERY IMPLIES	a) Quoted price shall be on Ex-Works basis (i.e. price quoted is exclusive of F&I charges). Vendor shall indicate applicable Freight & Insurance charges in % of quoted price at S.No. II (3).	
		b) C-Note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material.	
3	FRIEGHT & INSURANCE CHARGES	Indicate F&I charges in % of quoted price. <b>Note:</b> This price shall remain same irrespective of variation in basic price after applying PVC formulae i.e. F&I charges considered shall be % of price mentioned in the Agreement within the validity of Rate Contract.	_____ %
4	PACKING & FORWARDING CHARGES	Inclusive of quoted prices.	
5A	Third Party Inspection & Certification Charges	By BHEL and vendor's offer will be loaded by appropriate percentage for evaluation of offers. Currently it is 0.26%.	
5B	CIB Charges / Certification in IBR Form - III B	Shall be inclusive in quoted price.	
6	DELIVERY	Minimum delivery period shall be 4 months from the date of releasing the PO (or) as per PO delivery date whichever is later for the 1 <sup>st</sup> HP Heater tubes. Subsequent deliveries shall be with minimum of 1 month gap for tubes of each HP Heater.	
7	QUANTITY VARIATION	i) Total Quantity and Project-wise quantities mentioned in the enquiry are indicative. ii) For this frame work agreement there is no minimum order quantity applicable,BHEL reserves the right to place or not to place any order through this frame work agreement depending on the prevailing business scenerio. iii) The individual Purchase Order placed based on this Framework Agreement are not subject to any Minimum Order Quantity (MOQ) limitation.	
8	TWO-PART BID	Offer shall be submitted in two part bid system thru' EPS. Part-I shall consists of Techno-Commercial bid with all required documents and Price shall be fed in Part-II.	

## SPECIAL CONDITIONS OF CONTRACT FOR FRAME WORK AGREEMENT

S. NO.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR'S CONFIRMATION
8A	TECHNO-COMMERCIAL BID	<p>Techno-Commercial Bid shall essentially consist of:</p> <p>(i) Duly filled in Special Contract Conditions (SCC) along with Annexure-A.</p> <p>(ii) Duly filled in Instructions to Bidder (ITB) along with Annexure-I, IV.</p> <p>(iii) Pre-Qualification Criteria (PQC) along with Annexure-I.</p> <p>(iv) Local Content Certification</p> <p>(v) Framework Confidentiality Agreement Cum Undertaking</p> <p>(vi) Integrity Pact</p> <p>(vii) Price Variation Clause</p> <p>(viii) Process Compliance Form for participating in RA</p> <p><b>Note:</b> Bid shall be complete in all respects including all the documents / information required for techno-commercial evaluation. Incomplete offers shall be liable to rejection.</p>	
8B	PRICE BID	<p>Vendor shall quote on Rate / Kg. basis for materials as below:</p> <p>M1: SA213 TP304L</p> <p>M2: SA213 TP304N</p>	
		<p>The weight indicated in BHEL Drawing shall be final irrespective of the tolerances and the actual weights. Ordering and payments shall be as per BHEL Drawing weight.</p>	
9	REVERSE AUCTION	<p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.</p> <p>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.</p>	
10	EVALUATION OF OFFERS	Shall be done on L <sub>1</sub> basis individually for M1 and M2.	

## SPECIAL CONDITIONS OF CONTRACT FOR FRAME WORK AGREEMENT

S. NO.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR'S CONFIRMATION
11	INTEGRITY PACT	<p>(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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.</p> <p><u>Details of IEM for this tender is furnished below:</u>  Name : Shri Arun Chandra Verma, IPS (Retd.)  e-Mail : acverma1@gmail.com  Name : Shri Virendra Bahadur Singh, IPS (Retd.)  e-Mail : vbsinghips@gmail.com</p> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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 the Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of the IP for the Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>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 clarifications / issues shall be addressed directly to the tender issuing (procurement) department.</p>	
12	PURCHASE PREFERENCE FROM CLASS-I LOCAL SUPPLIER	<p>For this procurement, the local content to categorize a supplier as a Class-I local supplier / Class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 16.09.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p>Only 'Class-I Local Supplier' and 'Class-II Local Supplier', as defined under the Order, shall be eligible to bid for this tender.</p> <p>The margin of Purchase Preference shall be 20% as defined under the Order.</p>	

## SPECIAL CONDITIONS OF CONTRACT FOR FRAME WORK AGREEMENT

S. NO.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR'S CONFIRMATION
13	QUANTITY SPLITTING	<p>Price Bids of only techno-commercially qualified offers shall be opened. After opening of price bid bidders will be ranked L1, L2, L3....Ln.</p> <p><b>CASE-1:</b> If L<sub>1</sub> is 'Class-I Local Supplier', quantity splitting shall be as below: a) In case of 4 or more techno-commercially qualified 'Class-I Local Suppliers', the total quantity will be open for distribution to three 'Class-I Suppliers' in the ratio of 50:30:20. (b) In case of 2 or 3 techno-commercially qualified 'Class-I Local Suppliers', the total quantity will be open for distribution to two qualified 'Class-I Local Suppliers' in the ratio of 60:40.</p> <p><b>CASE-2:</b> If L1 is 'Class-II Local Supplier', 50% quantity will be ordered with 'Class-II Local Supplier' and for balance quantity splitting shall be as below: a) In case of 3 or more techno-commercially qualified 'Class-I Local Suppliers', balance 50% quantity will be open for distribution to two 'Class-I Suppliers' in the ratio of 30:20. (b) In case of 1 or 2 techno-commercially qualified 'Class-I Local Suppliers', balance 50% quantity shall be counter offered to these 'Class-I Local Suppliers' in the order of their ranking.</p>	
		<p><b>NOTE:</b> Based on project specific customer approval accorded, the splitting ratios indicated above are operated for each customer category.</p> <p><b>General Conditions for Quantity Splitting:</b> The bidder who accepts the counter offer shall be awarded the corresponding quantity and balance quantity, if any, shall be counter offered to the next ranked bidders. Each vendor shall be entitled to only one counter offer, irrespective of quantity of distribution. In case of non-acceptance of counter offer or any quantity remaining after acceptance of a counter offer, the corresponding quantity will be ordered on L1 bidder.</p>	
14	GUARANTEE	Guarantee on the supplies for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier.	

## SPECIAL CONDITIONS OF CONTRACT FOR FRAME WORK AGREEMENT

S. NO.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR'S CONFIRMATION
15	SOURCING OF ROUND BARS / MOTHER HOLLOWES	As indicated in S.No. 5 of Pre-Qualification Criteria, vendor may suggest sources of round bars / mother hollows different from standard sources mentioned in the list. BHEL may or may not accept new sources suggested by vendor. However, there is no provision of revision of price for acceptance or non-acceptance of new sources after opening of Part-I Bid.	
16	FINANCIAL STANDING	Vendor to submit annual Financial Turnover during the Past 3 Years along with copy of 3 years Audited Balance Sheet. <b>Note:</b> Other income shall not be considered for arriving at annual financial turnover/sales.	
17	GENERAL DOCUMENTS REQUIRED	Bidder has to submit copies of Certificate of Incorporation from the Registrar of Companies/Partnership Deed/ Proprietorship documents etc., GSTIN registration, PAN card, Income tax returns (ITR-V) etc as applicable.	
18	EARNEST MONEY DEPOSIT (EMD)	EMD charges not applicable for quoting against this tender.	
19	PRICE VARIATION CLAUSE	Applicable as per Annexure-B of SCC.	
20	TERMS & CONDITIONS	Vendor is requested to furnish all details of the offer in this format. <b>In case of any discrepancy between information furnished here and those furnished elsewhere in the bid, the information furnished in this document only shall be considered, and those furnished elsewhere shall be ignored.</b>	

<b>Annexure-A to SCC</b>				
<b>S.No.</b>	<b>Material Specification</b>	<b>Firm/Anticipated</b>	<b>Customer Type</b>	<b>Tonnage (Approx.)</b>
1	SA213 TP 304N	Firm	NTPC	300
2	SA213 TP 304L	Firm	Non-NTPC	220
3	SA213 TP 304N	Firm	Non-NTPC	328
4	SA213 TP 304N	Anticipated	NTPC	324
<b>Total Tonnage =</b>				<b>1172</b>



PRICE VARIATION FORMULA (ANNEXURE-B)	
1	M <sub>O</sub> - MEPS price for 304 Bright Drawn Bar at the time of Part-I Bid Opening date
2	M <sub>N</sub> - MEPS price for 304 Bright Drawn Bar 60 days prior to PO delivery date or 60 days prior to actual dispatch date whichever is earlier.
3	P <sub>O</sub> - Price at which RC finalized
4	P <sub>N</sub> - New price at the time of Material dispatch
5	C <sub>O</sub> - Consumer Price Index (CPI) for Industrial Workers : Latest available All India Average Consumer Price Index at the time of Part-I Bid Opening date
6	C <sub>N</sub> - Consumer Price Index (CPI) for Industrial Workers : Latest available All India Average Consumer Price Index as on date PO Delivery (or) actual dispatch date whichever is earlier.
7	D <sub>O</sub> - TT Selling Rate (USD to INR) of State Bank of India available at the time of Part-I Bid Opening date
8	D <sub>N</sub> - TT Selling Rate (USD to INR) of State Bank of India available 60 days prior to PO delivery date or 60 days prior to actual dispatch date whichever is earlier.
9	<b><math>P_N = P_O * [0.1 + 0.50 * (C_N / C_O) + 0.40 * (M_N / M_O) * (D_N / D_O)]</math></b>
10	In case of delayed supplies, vendor should furnish calculation of new price as on PO Delivery Date and as on Actual Dispatch Date. Lowest of these two shall be indicated in the invoice furnished to BHEL.

<b>( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)</b>			
<b>INSTRUCTIONS TO BIDDER (ITB)</b>			
<b>NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations , if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non-Deviatable clauses are indicated as "Non-Deviatable".</b>			
S. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
<b>1</b>	<b>SCOPE OF SUPPLY:</b>		
	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 <a href="mailto:technicalbid_hyd@bhel.in">technicalbid_hyd@bhel.in</a> , and price bid to be submitted to mail ID <a href="mailto:pricebid_hyd@bhel.in">pricebid_hyd@bhel.in</a> 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.		
<b>2</b>	<b>GENERAL INSTRUCTIONS:</b>		
<b>A</b>	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final.		<b>Non-Deviatable</b>
<b>B</b>	In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover super subscribing the Tender number and due date. Incomplete offers are liable for rejection. E mail bids shall be sent to mail ID <a href="mailto:pricebid_hyd@bhel.in">pricebid_hyd@bhel.in</a> as an attachment only.		<b>Non-Deviatable</b>
<b>C</b>	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read fully before submission of quotations.		<b>Non-Deviatable</b>
<b>D</b>	Vendors are advised to comply with specific conditions of the enquiry, Should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation.		<b>Non-Deviatable</b>
<b>E</b>	Offers shall be submitted directly, only by the vendor or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e A valid Agency agreement between principal vendor and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if supplier is not a manufacturer. Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from supplier name.		<b>Non-Deviatable</b>
<b>F</b>	Offer received after the specified time and date of submission shall be rejected. No further correspondence shall be entertained.		<b>Non-Deviatable</b>
<b>G</b>	Unsolicited offers shall not be considered.		<b>Non-Deviatable</b>
<b>3</b>	<b>OTHER PARTICULARS (Please indicate applicable data)</b>		
<b>A</b>	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
<b>B</b>	Name of the Port of loading and Port of Discharge (applicable to imports).		
<b>4</b>	<b>BID SUBMISSION PROCEDURE:</b>		
<b>A.</b>	<b>For Single Part Bids:</b> 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 mentioned in 2 (B).		<b>Non-Deviatable</b>

( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)			
INSTRUCTIONS TO BIDDER (ITB)			
S. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
<b>B.</b>	<b><u>For two-Part Bids:</u></b>		
<b>i</b>	<p><b><u>Two part bid consisting of</u></b></p> <p>i) Techno-commercial Bid - ( Part-I), with all technical specification &amp; 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 ITB and special conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-I) AND</p> <p>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) &amp; due date. Both these covers shall be kept in a Third cover super subscribing Enquiry no. &amp; due date. All techno commercial terms &amp; conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.</p>		<b>Non-Deviatable</b>
<b>ii</b>	Techno-commercial Bid will be opened on the assigned date .Only the price bids of vendors whose techno commercial bids are accepted will be opened later on a specified date.		<b>Non-Deviatable</b>
<b>iii</b>	The bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted.		
<b>iv</b>	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL warrant changes in prices.		<b>Non-Deviatable</b>
<b>v</b>	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening.		<b>Non-Deviatable</b>
<b>5</b>	<b>Delivery Instructions</b>		
<b>A</b>	Indigenous Purchase		
	Goods shall be delivered on FOR Destination basis to the named destination(s) or as specified in the enquiry, Insurance in the scope of supplier.		
<b>B.</b>	Imports		
	The goods shall be delivered on CIP-basis to port of discharge as mentioned in the purchase order.		
<b>6</b>	<b>Documentation:</b>		
<b>A</b>	Indigenous Purchase		
	<p>Seller shall arrange to send to BHEL, Hyderabad along with all the required documents as detailed in Purchase Order, such as, Tax Invoice (Original for Recipient, Duplicate for Transporter), consignee copy of LR, Packing list , Pre-dispatch Inspection report, Test/ Guarantee/ Warranty certificate/ O&amp;M manuals (as applicable) etc. immediately on dispatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. In case of dispatches from vendor works to site, material receipt certified by site office / Customer shall be provided. Softcopies of the above documents shall be uploaded in Pradan portal <a href="https://web.bhelhyd.co.in/mm/">https://web.bhelhyd.co.in/mm/</a> immediately after dispatch of the material.</p>		<b>Non-Deviatable</b>
<b>B</b>	Imports		
	<p>i) Seller shall inform the purchaser the readiness of material along with packing details well in 30 days advance from the date of delivery. Seller shall also upload soft copy of the dispatch documents consisting of BL / AWB, Invoice, Shipping list &amp; Test certificates and other documents as specifically indicated in the Purchase Order in PRADAN Portal (<a href="https://web.bhelhyd.co.in/mm/">https://web.bhelhyd.co.in/mm/</a>) within 3 days from the B/L date for sea shipment and 1 day from AWB date for Air shipment.</p>		
	ii) In case of CIP shipments, seller shall also inform purchaser the information about discharge port agent details and ship arrival information within 7 working days from the date of Shipment.		

( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)							
INSTRUCTIONS TO BIDDER (ITB)							
S. No.	DETAILED TERMS & CONDITIONS				VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT	
	iii) In case the material shipped in Full Containers(FCL), Seller shall ensure that the Bill of Lading should clearly spell out the following 1. Port of discharge -- "Nhavaseva"/chennai 2. Place of Delivery / Final Destination - "ICD Sanath Nagar". 3. For air consignment the port of discharge will be Hyderabad, India and consignee shall be BHEL.						
	iv) In case of Air shipment, the following dimensions of single package may be noted. a). Dimension of the cargo(ODC) -- > 125" x 88" x 63" b).Weight of the cargo -- >3.5 MT. If any package dimension or weight crosses the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and seller shall inform BHEL well in advance of 20 days prior to the delivery date to enable BHEL to finalize the freight forwarder						
	(v). Recovery charges for non-submission of documents : Seller shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT. If BHEL incurs any charges such as Penalty, demurrage, container detention, wharf age, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/Tender Document/Letter of credit , the same shall be recovered from the seller as under: 1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector A. For EX-WORKS / FCA/ FAS / FOB Sea Consignments: Penalty for late submission / negotiation of documents beyond 14 days shall be as under:						
	Sl. No	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container			
			LCL per week/ Break bulk cargo per day	20FT Container	40FT Container		
	i	Upto 14th day	Nil	Nil	Nil		
	ii	15th day onward	USD 10	USD 50	USD 105		
	B. For CIF / CFR / CIP / CPT Sea Shipments: For CIF / CFR / CIP / CPT Sea Shipments, Vendor shall provide rates for detention charges after free period at the time of offer itself in case of engagement of 20FT Container and 40FT category. In case of late presentation of documents to the bank recovery will be effected from the Vendor as per the rates quoted by the Vendor at the time of offer in this regard. In case of Break bulk cargo and LCL Demurrage/storage charges shall be recovered at rate of USD 10 per day and storage charges rate of USD 10 per week respectively shall be charged as late presentation charges.						
	(vi) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Vendors shall ensure that invoice shall contain PAN nos. of both seller and buyer related numbers. BHEL PAN AACB4146P and BHEL TAN HYDB00086C. Any other additional documents sought by the statutory authorities, the same shall be produced by the seller on priority basis.						
	(vii) Seller shall provide package details including number of packages, gross weight, net weight etc.						
	(viii) The seller shall provide the following documents at the time of submission of offer : a) No Business Connection in India declaration issued by the seller as per the format specified. (or) b) (i) No Permanent Establishment in India declaration issued by the seller as per the format specified. (ii) Tax Residence Certificate issued by the seller's tax authorities. (iii) Form 10F issued by the supplier. c) In case the seller has a Business Connection in India as per Section 9 of Income Tax Act or Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement India and the seller's country, the seller shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.						

( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)			
INSTRUCTIONS TO BIDDER (ITB)			
S. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
7	Delivery Schedule		
A	<p>The tendered goods shall be delivered within the period stipulated in PO . Delivery <b>at BHEL</b> can be accepted at the earliest, 30 days prior to delivery date as mentioned in the Purchase order. Delivery <b>earlier than</b> 30 days of contractual delivery date may be accepted with the written permission of BHEL -Purchase department.</p> <p>Goods arriving after the delivery date will be accepted only with the prior written permission of BHEL otherwise they will not be allowed inside the factory. BHEL reserves the right to reject the material, if not delivered by scheduled Purchase Order Delivery Date.</p> <p>(In case of imports , the final entry date of Import General Manifest (IGM) will be reckoned as delivery completion date )</p>		<b>Non-Deviatable</b>
B	<p>Documents such as TC,GCs Inspection reports are to be submitted within 10 days of dispatch of these materials. C note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material. Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery by the time stipulated under the terms &amp; conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.</p>		
8	<p><b>Pricing Terms</b></p> <p>Prices once quoted shall remain firm and valid during the execution of PO. Offers with PVC will be rejected outright except in cases where specifically called for in the NIT.</p>		<b>Non-Deviatable</b>
9	<p><b>PRICE VALIDITY :</b></p> <p>Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid).</p> <p>However the prices quoted for spare parts of the Main equipment shall be kept valid for a period of 1 year from the date of Placement of PO for the main equipment.</p>		
10	<b>Taxes &amp; Duties (RATE TO BE INDICATED by the bidder against the space provided )</b>		
A	Indigenous Purchase		
	The Taxes as applicable shall be quoted in the following manner.		
i	Vendor to indicate HSN of Goods or SAC of Services.		
ii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %		
	<p>NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods.</p> <p>Taxes prevalent on the contractual delivery date or the actual delivery date (in case 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.</p>		
iii	Any other taxes & duties not covered anywhere above may be indicated separately.		
iv	<p>Taxes deducted at source:</p> <p>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.</p>		<b>Non-Deviatable</b>
B.	Foreign Purchase ( Imports )		
i	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.		<b>Non-Deviatable</b>
ii	<p>Taxes deducted at source:</p> <p>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.</p>		<b>Non-Deviatable</b>

( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)			
INSTRUCTIONS TO BIDDER (ITB)			
S. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
<b>11</b>	<b>Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.</b>		
<b>A</b>	<u>Indigenous:</u> 100% payment along with taxes, freight & insurance will be made within 75 days from the date of receipt of complete documentation as per PO. However payment would be done only after receipt of original documents, including site/ Customer acknowledgement on LR (MRC - Material Receipt Certificate at site) / GR clearance at BHEL Stores. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days* as prescribed in the relevant act. Adherence to the above time schedule of payment is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. *The taxes that are reimbursed would be the ones applicable as on the contractual Purchase Order delivery date or the amount actually paid whichever is less. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.		
<b>B</b>	<u>Imports:-</u> i) 100% payment (less Indian Agency Commission, if any) shall be paid <b>through "Usance Letter of Credit / Cash Against Documents (CAD) / Wire Transfer" with a credit period of 60 days</b> ii) LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date <b>LC will be opened within 7 working days from the date of request.</b>		
<b>C</b>	Note: 1) No advance payment is acceptable. However, in exceptional/rare cases, BHEL at its discretion, may consider advance payment against Bank Guarantee valid up to receipt of material at BHEL for 110% of advance amount issued / confirmed by any of the BHEL consortium banks. 2) Wherever EMD (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be converted to SD (Security Deposit). <b>Tender Cost wherever applicable is not refundable.</b>		<b>Non-Deviatable</b>
<b>D</b>	No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.		
<b>12</b>	<b>Penalty clause:</b> In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.		
<b>13</b>	<b>Excess materials</b> supplied beyond tolerance limit as specified in PO, will not be accounted for.		<b>Non-Deviatable</b>
<b>14</b>	<b>Rejected materials</b> , if any, shall be collected by the vendor within 90 days of such communication to the vendor .Beyond 90 days a ground rent of 0.25 %of the value of the material per week will be levied for a maximum period of two weeks.. Beyond this period the supplier forfeits their right to the materials.		<b>Non-Deviatable</b>
<b>15</b>	<b>Guarantee / Warranty Period :</b> (Deviation to this clause is not acceptable.) Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re- execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods. <b>The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.</b>		<b>Non-Deviatable</b>



( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)	
INSTRUCTIONS TO BIDDER (ITB)	
<p><b>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.16.</b></p> <p><b>The Vendors may specifically note the following.</b></p>	
<b>16</b>	<b>Evaluation and Loading Criteria:</b>
<b>A</b>	Evaluation of prices shall be done item-wise unless otherwise specified in the enquiry. 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). For evaluation, 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.
<b>B</b>	In case of foreign bidders, the quoted CIP price shall be loaded by the following factors to arrive at the Delivered Cost:
<b>i</b>	- Import duty as applicable at the time of <b>Technical/ Part-I bid opening</b> .
<b>ii</b>	- Port handling/ clearing charges & inland freight and insurance: @ 5% of CIP value (10% for plates, pipes & structurals).
<b>iii</b>	In other cases subject to acceptance by BHEL, loading for various factors (in addition to above) as the case may be will be done as follows: 0.5% for unloading at Port of Destination Marine Freight 4% and Marine Insurance 1% (9% and 1% towards Freight and Insurance respectively for Plates, Pipes, Rounds & Structurals)
<b>C</b>	In case of Indigenous Bidders, Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 4% of Ex-works value (9% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.
<b>D</b>	Deviated Penalty: Any loading on penalty clause shall be 10% or to the extent to which the vendor has opted for deviation.
<b>E</b>	Deviated Payment Terms: Terms: In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum to the extent of deviation.
<b>17</b>	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
<b>18</b>	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.
<b>19</b>	<b>INTEGRITY PACT</b> Vendors shall have to enter into Integrity Pact with BHEL as per attachment - for order value of rupees five crores and above and shall be signed by the competent authority before the issue of purchase order, failing which vendor's offer will be rejected.
<b>20</b>	<b>Public Procurement</b>
<b>A</b>	<b>Make in India</b> For this Procurement , the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local supplier and purchase preference to Class I local supplier , is as defined in Public Procurement ( Preference to Make in India ) , Oct 2017 dated 04.06.2020 issued by DPIIT . In case of subsequent orders issued by the nodal ministry , changing the definition of local content for the items of the NIT , the same shall be applicable even if issued after issue of this NIT , but before opening of Part- II bids against this NIT. Proforma for self certification for minimum local content and auditor's certification is given in Annexure III .
<b>B</b>	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority . <a href="https://www.mea.gov.in/">https://www.mea.gov.in/</a> to be referred for latest details of competent authority and exemptions. Proforma for self certification for compliance is given in Annexure IV
<b>21</b>	<b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) – Indigenous Purchase</b>
<b>21A</b>	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying earnest money deposit . NSIC registered unit bidders shall submit NSIC Certificate along with bid documents. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the supplier submits these documents
<b>21B</b>	In tender, if MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. Out of these 25% minimum 3% shall be earmarked for MSEs owned by women and 6.25% for MSEs owned by SC/STs who submit the bid along with relevant documents. This is applicable in case of item-level evaluation tenders and divisible tenders .

( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)	
INSTRUCTIONS TO BIDDER (ITB)	
<b>21C</b>	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
<b>21D</b>	BHEL HPEP is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines
<b>22</b>	Startups : For Startups Medium Enterprises, Condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications . Startups are exempt from paying earnest money deposit.
<b>23</b>	For Claiming Payments <b>for goods</b> received at BHEL works / Site from Vendors' Works) a) Original of Invoice marked as ORIGINAL FOR RECIPIENT b) Duplicate of Invoice marked as DUPLICATE FOR TRANSPORTER c) Packing List - clearly showing number of packages, gross weight and net weight. d) Warranty/Guarantee certificates (If applicable as per PO terms) e) Insurance certificate f) Third Party Inspection Certificates. g) LR Copy signed & stamped by Site incharge / Customer for site deliveries) (For material received at BHEL payment will be made against GR for accepted quantity)
<b>24</b>	Inspection Measuring and Test Equipment (IMTE) whether used by the Seller/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
<b>25</b>	ISO-9001, ISO14001 and OHSAS 18001 shall be complied
<b>26</b>	Applicable Conditions :These General conditions of Contract for Purchase apply to all enquiries, tenders, request for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as “deliverables”) to Bharat Heavy Electricals Limited, Ramachandrapuram , Hyderabad (hereinafter referred to as “BHEL” or the Purchaser) or its projects/customers. Any deviations from or additions to these General conditions of contract for Purchase’ require Purchaser’s express written consent. The general terms of business or sale of the Seller shall not apply to Purchaser. Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing. Only the Purchasing department of the Purchaser is authorized to issue the Purchase order or any amendment thereof.
<b>27</b>	Being PMD Vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list. Vendor shall ensure that PAN details are available/updated with BHEL, else Vendor shall attach PAN details with enquiry failing which offer shall be liable for rejection.
<b>28</b>	Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status
<b>29</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.
<b>30</b>	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.
<b>31</b>	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies 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 / equivalent market price 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. Nonperformance of contract attracts penal provisions inline with BHEL's Suspension of Business dealings.
<b>32</b>	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
<b>33</b>	All drawings as also all patterns and tool supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders.
<b>34</b>	Any amount payable by the consignor / supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the consignor / supplier under any other work / contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.
<b>35</b>	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com
<b>36</b>	<b>Definitions</b>
Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.	



( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)	
INSTRUCTIONS TO BIDDER (ITB)	
<b>36A</b>	Purchaser' means BHEL-HPEP, Ramachandrapuram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
<b>36 B</b>	'The seller' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the seller's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or vendor.
<b>36C</b>	'Contract' shall mean and include the Purchase order incorporating various documents viz., tender/offer, letter of intent/acceptance, the General Conditions of contract and special conditions of contract for Purchase, specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any enclosed are to be provided by the Purchaser or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract. In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by specific conditions, special conditions of contract and general conditions of contract for commercial conditions; and specific agreement on technical conditions, special technical conditions and general technical conditions, tender/offer.
<b>37</b>	'Parties to the contract' shall mean the seller and the purchaser as named in the main body of the Purchase Order.
<b>38</b>	Ordering and confirmation of order
	The seller shall send the order acceptance in Toto within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Purchaser shall only be legally bound if agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliverables or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchaser 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 Purchaser) from the date of P.O. Purchaser, 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.
<b>39</b>	Execution
	The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
<b>40</b>	Progress Report
	The seller shall render such report as to the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner. Seller shall communicate to BHEL immediately, change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by vendor/subcontractor through PRADAN Portal ( <a href="https://web.bhelhyd.co.in/mm/">https://web.bhelhyd.co.in/mm/</a> ). Non updation will adversely affect service rating of vendor performance.
<b>41</b>	Product information, Drawings and documents / Non-disclosure and Information Obligations
	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. The seller 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 Purchaser to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon or at least three copies of each. 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. The seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The seller 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 Purchaser has agreed to this in writing beforehand. The seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications including website without prior written permission from Purchaser. 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 <b>Annexure- II</b> wherever applicable.

( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)	
INSTRUCTIONS TO BIDDER (ITB)	
<b>42</b>	<b>Inspection and Testing</b>
<b>42 A</b>	<p>The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of Purchaser.</p> <p>Purchaser has the right to inspect at any stage during manufacture/ delivery. In the event of rejection, Purchaser shall inform the seller accordingly and Purchaser shall be entitled to replacement or repair at his discretion or may proceed to terminate or cancel the agreement. All this, does not affect Purchaser's right to recover compensation.</p>
<b>42 B</b>	<p>Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the seller's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the seller shall obtain for purchaser or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the seller's premises. Such inspection, examination and testing, if made shall not release the seller from any obligation under the contract.</p> <p>For indigenous suppliers all costs related to first inspection request shall be borne by the purchaser and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the seller. In case of imports all inspection charges including third party inspections if any shall be borne by the seller. The cost of inspection staff/third party specified by the Purchaser shall be borne by seller unless otherwise specifically agreed. Whether the contract provides for tests on the premises of the seller or any of his sub-contractor/s, seller shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.</p> <p>Cost of any type test or such other special tests shall be borne by the seller unless otherwise specifically agreed in the contract. The Seller shall give the authorized representative of the purchaser reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure - I may be strictly be complied with for the time lines. Any delay in submission of the documents by the vendor will not alter the delivery date.</p>
<b>43</b>	<b>Quality and Condition of the Deliverables</b>
	The seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his products, packaging and raw and ancillary materials.
<b>44</b>	<b>Packaging and Dispatch</b>
	<p>The seller shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect or tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the enquiry shall be fully complied.</p> <p>Each package must be marked with consignee name, P.O. number Package No. gross weight &amp; net weight, dimensions (LxBxH) and seller's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with P.O. item No. &amp; quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must confirm to relevant regulations.</p>
<b>45</b>	<b>Delivery:</b>
	<p>Except as otherwise indicated in the Purchase order, delivery shall be FOR (Destination) for indigenous orders and CIP for imported orders. The delivery date (s) or delivery period (s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each P.O. item. Partial shipments may however, be permitted by the purchaser on prior intimation from the Seller. Unless specifically agreed otherwise, transit insurance coverage will only be within India for imported consignments by BHEL. Accordingly, the seller shall send an intimation to the Purchase officer/Manager giving Purchase Order No., shipping particulars, Invoice value etc., immediately on dispatch of goods.</p>
<b>46</b>	<b>Penalty</b>
	<p>The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the seller shall inform Purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in clause 54 (Force Majeure) or which are caused exclusively by the acts of Purchaser, the Purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case.</p> <p>If the Seller delays beyond any agreed delivery date(s) or period(s), Purchaser shall levy penalty for such delay @ 0.5% per week (7 days) or part thereof on delayed portion of the order value subject to a maximum of 10% of the value of the Purchase Order. However, penalty for delayed delivery will be calculated on 100% of the purchase order value if the material supplied cannot be put to intended use.</p> <p>The penalty will be charged on the value of the purchase order excluding statutory levies, freight and insurance wherever not included in the price. Penalty amount so determined along with applicable GST thereon shall be recovered.</p> <p>Imposition, recovery or settlement of this penalty shall not affect Purchaser's right to performance, compensation and termination of the agreement.</p> <p>For delay analysis, period referred in Annexure-I will be considered as standard time lines for various major activities.</p>
<b>47</b>	<b>Transfer of Ownership and Risk</b>
	The risk for the delivery remains with the seller until the goods are delivered at the agreed place. However ownership shall get transferred as per terms of purchase order in line with INCOTERMS.

( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)	
INSTRUCTIONS TO BIDDER (ITB)	
<b>48</b>	<p><b>Price, invoicing and payment</b></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 &amp; 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-HPEPHYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.</p> <p>Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate prevailing on the date of tender opening (part 1 in case of two part bid), after successful completion of the contract.</p> <p>If so stipulated in the order, the seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the billing break-up of prices (BBU) for approval by the purchaser in respect of the major items/components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the seller if part shipments are contemplated and also to facilitate custom clearance after payment of duties in case of imports.</p> <p>In case of delay in receipt of supporting document details, consequential demurrage/wharf age /detention charges shall be to the account of the seller.</p> <p>Payment does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the agreement. Purchaser is entitled to set off claimable debts against claimable liabilities with the seller by means of a setoff Note.</p>
<b>49</b>	<p><b>Contract variations; Increase or decrease in the scope of supply</b></p> <p>Purchaser may vary the contracted scope during execution due to exigencies of project requirement.</p> <p>If the seller is of the opinion that the variation has an effect on the agreed price or delivery period, Purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the seller. Provided, that if unit rates are available in the contract, the same shall be applied to such additional work. The seller shall not perform additional work before purchaser has issued written instructions/amendment to the purchase order to that effect. The work which the seller should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the vendor without any price implication.</p>
<b>50</b>	<p><b>Short shipments/ warranty/guarantee replacements</b></p> <p>In case of any short shipment during initial supply which is subsequently dispatched by the seller 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. Taxes, if any paid by indigenous vendor for short supply, guarantee /warranty replacement, repair activity shall be to vendor's account only. Vendor has to raise a credit note for short supplied quantity as per GST provisions.</p>
<b>51</b>	<p><b>Rejection/Replacement</b></p> <p>The seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on DDP/FOR-BHEL Stores/designated destination basis within such period. In the event of the seller's failure to comply. Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the seller. Vendor has to raise a credit note for rejected quantity as per GST provisions.</p> <p>In case defects attributable to seller are detected during processing of the goods at purchaser's / his subcontractor works, the seller shall be responsible for replacement /repair of the goods as required by the purchaser at seller's cost.</p>
<b>52</b>	<p><b>Export Administration Regulations</b></p> <p>If a delivery includes such technology and / or supply that is subjected to the export regulations the seller shall obtain due permissions, approvals, license etc.</p>
<b>53</b>	<p><b>Cancellation / Termination of contract and risk purchase</b></p> <p>Purchaser shall have the right to completely or partially terminate the agreement by means of written notice to that effect without prejudicing their other rights in the event that :</p> <ul style="list-style-type: none"> <li>- The seller is declared bankrupt, its business has been shut down or liquidated, a substantial part of its assets have been attached/destroyed, or the business has been transferred to a third party.</li> <li>- Any misrepresentation or hiding of material fact if detected at a later stage.</li> <li>- The delivery is rejected after inspection or re-inspection.</li> <li>- In the event of termination, the risk of the items already delivered but not of use to Purchaser, as determined by purchaser, remains with the seller. The items shall then be at the seller's disposal and they are to be collected by the seller. The seller shall refund any payments made by purchaser in terms of the terminated agreement immediately, not later than 30 days,</li> <li>- In the event of Cancellation/ termination of contract, BHEL reserves the right to procure the items which are not delivered as per PO and charge the excess cost from the defaulting seller. Incase the excess cost is not repaid by or recovered from the defaulting seller within 30 days, apart from legal recourse for effecting such recoveries, Penal action in line with BHEL's Suspension of Business dealings will be taken.</li> </ul>

( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)	
INSTRUCTIONS TO BIDDER (ITB)	
<b>54</b>	<b>Force Majeure</b>
	<p>The supplier 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. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time.</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 supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.</p>
<b>55</b>	<b>Non-waiver of Defaults</b>
	If any individual provision of the contract is invalid, the other provisions shall not be affected.
<b>56</b>	<b>Settlement of Disputes</b>
	<p>(i) Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Purchaser, subject to written appeal by the seller to the purchaser, whose decision shall be final.</p> <p>(ii) 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>(iii) The seller shall continue to perform the contract, pending settlement of disputes(s).</p>
<b>57</b>	<b>Conciliation clause</b>
	<p><b>CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018:</b> 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 <a href="http://www.bhel.com/index.php/story_details?story=2454">http://www.bhel.com/index.php/story_details?story=2454</a>. 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.</p>
	<b>ARBITRATION (WITH SOLE ARBITRATOR)</b>
	<p>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.</p>
	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
	<p>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.</p> <p>The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.</p>
	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.
	<p>Subject to the arbitration in terms of clause 57, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.</p> <p>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.</p>
	<b>ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT</b>
	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018</p>
<b>58</b>	<b>Applicable Laws and jurisdiction of Courts</b>
	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.

( Attachment to Enquiry No. D3/HPH-TUBES/RC Due on 28.07.2021 for submission by 11.00 hrs to open from 14:00 hrs.)	
INSTRUCTIONS TO BIDDER (ITB)	
<b>59</b>	BHEL-Fraud prevention policy shall be adhered to.
	The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
	Fraud prevention policy and list of nodal officers is hosted on BHEL Hyderabad website <a href="http://web.bhelhyd.co.in">web.bhelhyd.co.in</a>
<b>60</b>	Suspected Cartel Formation
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding , whether formal or informal with other Bidder(s) . This applies in particular to prices , specifications ,certifications ,subsidiary contracts,submission or nonsubmission 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 .

Annexure-I			
Major Activity timelines shall be considered for indigenous purchases			
S No	Activity	Agency	Timeline
1	PO acknowledgement	Vendor	7 days from PO
2	Submission of Drawings and QP	Vendor	7 days from PO
3	Approval of Drawings and QP	BHEL/Customer	3 Weeks from Submission
4	Raising of Inspection Call	Vendor	3 days prior to inspection request
5	Inspection completion	Self/BHEL/Third party inspection agency	_____ days from inspection call date
6	Despatch Instructions	BHEL	<u>7</u> days from inspection report
7	Reciept of Material	Vendor	_____ days from Despatch instructions

Above is illustrative only. Purchase department can add more activities depending on nature of prodcut/contracts

However absence of this annexure in NIT will entail non processing of delivery extention cases in case of delay in supplies of goods owing to reason attributable to BHEL.

(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:**

1. Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract.

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 at Hyderabad.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause 55, 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.

**In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and

justice, Government of India. Upon such reference the dispute shall be decided by the Law secretary or the special Secretary or Additional secretary when so authorized by the Law secretary, whose decision shall bind the parties hereto finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

2. INTEREST CLAUSE:

In order to bring uniformity in all the contracts / agreements entered between BHEL and its contractors / vendors / suppliers / service providers etc., it is hereby advised to incorporate the following clause in all tenders and agreements.

**“No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.”**

**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:**

**Auditor's certification with respect to minimum local content on the letter head of Statutory Auditor for tender value above Rs.10 crore**

"We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. \_\_\_\_\_ (to be filled as notified in the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against BHEL's tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder)."

## **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



PRE-QUALIFICATION CRITERIA(PQC)				
S.S. Seamless U Tubes for High Pressure Feed Water Heater/De-Superheater Application				
S. No.	BHEL Requirement	Vendor's Confirmation	Deviation if Any	Remarks
	All the suppliers need to submit this document i.e. titled pre-qualification criteria and furnish required information along with offer.			
1	<p>a) Name, address, e-mail id, contact no.etc. of manufacturing mill for SS Seamless U Tubes.</p> <p>b) Name, address, e-mail id, contact no.etc. of authorised agency / trading house quoting on behalf of manufacturing mill. In case offer is received from authorised agency / trading house, the following requirements shall be full filled. i) Valid letter of authorisation and copy of agreement (between manufacturer and tenderer) to be enclosed with offer. ii) The offer shall be either from the authorised agency or from the manufacturer directly. In case of BHEL receiving offer from both, then offer from manufacturer will only be considered. iii) Offer from an unauthorised agency / entity on behalf of any vendor shall be summarily rejected. iv) Name, address, e-mail id, contact no.etc. of entity on whom order to be released in case of L1 shall be clearly indicated.</p>			
2	Supplier to confirm/provide the following criteria/documents for evaluation of offer.			
	(a) The supplier shall have the proven experience in manufacturing and supply of Stainless Steel seamless U tubes for High Pressure Feed water heater / De-superheater supplied in power plant application as mentioned below:			
	i) Material : SA 213 TP 304 /SA 213 TP 304 N / SA 213 TP 304L / SA 213 TP 304LN/SA 213 TP 316 /SA 213 TP 316 N / SA 213 TP 316L / SA 213 TP 316LN			
	ii) Tube O.D. : 15.875 mm (5/8 inch) to 19.05mm(3/4 inch)			
	iii) Tube Thickness : 2.1 mm minimum or thicker			
	iv) Application: High Pressure Feed water heater (HP Heater / De-Superheater).			
	v) Service: Thermal power plant/Nuclear power plant.			
	vi) Satisfactory Working of equipment: At least one year in a power plant ending lastday of month previous to the one in which enquiry floated. <b>(OR)</b> If the vendor has already supplied SS Seamless U tubes (meeting requirements as per Cl. 3(a)(i to v) to BHEL, the HP Heater / De-super heater provided with the above tubes should have been successfully hydrotested.			
	vii) The supplier shall be an original U-Tube manufacturer. All the facilities required for manufacturing U-tubes from mother hollows or round bars, shall be readily available with the vendor. <b>Ex:</b> Bright annealing facility, online or offline eddy current testing facility, Ultrasonic test facility, Hydrostatic testing facility. (Hydrostatic test pressure: 585 kg/sq.cm (g) minimum), U-bend stress relieving facility etc.			
	viii) The mother hollows shall be manufactured by hot extrusion method, other methods are not acceptable.			
	All the above criteria 2(a) (i) to 2(a) (viii) must be combinedly met by the vendor against a single supply reference of U tubes.			
	Supplier's having experience in other applications other than High Pressure Feed Water Heater/De-Superheater in a Power plant shall not be treated as a proven experience.			
2	<p>(b) The supplier meeting all the above criteria as 2 (a) (i) to 2 (a) (viii) shall furnish details of such supplies only as indicated above (sl no 2 (a)) including equipment (HP Heater/De-Superheater) Manufacturer's Name, Power Plant Name, Date of Supply (in DDMMYY format), No of Years the equipment (HP Heater/De-Superheater) is in service, Size, Quantity and full Contact details of equipment (HP Heater/De-Superheater) Manufacturer &amp; Power Plant. (including Mobile no and e-Mail ID). <b>(OR)</b></p> <p>Heater Manufacturer's certificate (in English) containing the supply details as indicated above both 2(a) &amp; 2 (b), Contact details [E-Mail ID, Land line / Mobile No. of Heater manufacturer and Power plant] and complete address of Heater Manufacturer may be furnished.</p>			

PRE-QUALIFICATION CRITERIA(PQC)				
S.S. Seamless U Tubes for High Pressure Feed Water Heater/De-Superheater Application				
S. No.	BHEL Requirement	Vendor's Confirmation	Deviation if Any	Remarks
	<b>Note :</b> Suppliers shall furnish maximum upto 6 number of latest customer reference details as indicated above in the attached annexure-I. Details furnished in any other format shall not be considered. All the documents shall be furnished only in English. Documents furnished in other languages will not be considered for further evaluation.			
2	(c) BHEL reserves the right to cross verify with the above such customers and satisfy itself with reference to the claims of the supplier. If the information furnished by the supplier is not found, genuine the offer will be technically rejected.			
3	The vendors shall register with BHEL through online vendor registration portal available in BHEL website (www.bhel.com) and submit the application online against PMD D.PT.006. Copy of the same shall be submitted along with the offer. (Applicable for new vendors who are not registered in BHEL -HPEP, R. C. Puram against the subject item PMD till now)".			
4	Offers not meeting the requirement as above at 2(a) & 2(b) shall not be technically evaluated by BHEL. Further, no correspondence in this matter shall be entertained.			
5	For making S.S. Seamless Tubes, the mother hollows may be directly procured by the tenderer as raw material or can be made from a round bar by heater tube manufacturer			
	(a) If the Heater tube manufacturer makes mother hollows in his premises by sourcing round bars, the round bar shall be sourced from the following vendors:			
	i) MUKAND, Mumbai			
	ii) DEW, Germany			
	iii) ITALFOND, Italy			
	iv) VIRAJ Profiles Ltd, Mumbai			
	(b) In case, the vendors are sourcing the mother hollows directly for making S.S. Seamless Tubes, the mother hollows are to be sourced from the following vendors:			
	i) SANYO, Japan			
	ii) POSCO, South Korea			
	iii) SANDVIK, Sweden/India			
	iv) KOBE STEEL, Japan			
	v) Nippon Steel and Sumikin Stainless Steel Corporation (NSSC), Japan			
	(c) The mother hollows shall be produced by hot extrusion method.			
	(d) Either the round bars for making mother hollows or the mother hollows shall be UT tested.			
	If the tube manufacturer desires to source round bars or mother hollows from any reputed source (other than the above mentioned sources), BHEL shall be informed of such Sources / Manufacturers of the materials, viz., Round Bars or Mother Hollows, manufacturer's facilities and testing facilities, size ranges and the customers to whom they are supplying, for necessary review of the credentials of such suppliers and acceptance. The decision of BHEL is final with regard to accepting new vendors' of Tenderer.			
6	Vendor shall furnish the detailed process of manufacturing and testing procedures along with the offer.			
7	List of BHEL qualified bidders shall be forwarded to BHEL's End Customer for their review and approval. The list finalized by BHEL's End Customer shall be final and binding.			
8	BHEL team may carry out vendor evaluation/assessment(in case of a new vendor) by a visit to vendor works for qualifying /rejecting the technical bid based on the findings of the visit.			
9	Vendors to submit their bid in 2- part system, i.e. Part-I shall consist of Pre-Qualification Criteria along with the required documents and Techno-commercial bids and Part-II shall consist of Price Bid. Offers failing to meet prequalification criteria shall not be considered for further evaluation.			

Annexure-1													
High Pressure Feed Water Heater (HP Heater/De-Superheater) Seamless Tubes Reference details													
Ref project S.no	Material SA 213 TP 304 /SA 213 TP 304 N / SA 213 TP 304L/ SA 213 TP 304LN/ SA 213 TP 316 /SA 213 TP 316 N / SA 213 TP 316L/ SA 213 TP 316LN	OD mm 15.875 mm (5/8 inch) to 19.05mm (3/4 inch)	THK (min 2.1) mm	Supply date DDMY YYYY	HP Heater Application (Yes/No)	Heater manufacturer details			End customer details				
						Supplied to (Heater manufacturer's name)	Contact person	E-Mail id & Phone no	Name of the organisation (End User)	Project Details Name: MW Rating: Location	No.of years the equipment is in service	Contact Person	E-Mail id & Phone no:
1													
2													
3													
4													
5													
6													

Note:

- Reference list shall be submitted in the above format only.  
Vendors are requested to fill the above and submit along with Pre-Qualification Criteria(PQC).Details mentioned above only are considered for PQC evaluation.
- Wherever details are not available,vendor to mention as "NA"
- Reference project Tube material shall be SA 213 TP 304 /SA 213 TP 304 N / SA 213 TP 304L / SA 213 TP 304LN/ SA 213 TP 316 /SA 213 TP 316 N / SA 213 TP 316L / SA 213 TP 316LN Other tube material shall be considered as INVALID Reference.
- Reference project Tube OD shall be 15.875 mm (5/8 inch) to 19.05mm(3/4 inch).Other tube shall be considered as INVALID Reference.
- Reference project Tube thickness shall be 2.1 mm minimum.Tube thickness less than 2.1 mm shall be considered as INVALID Reference.
- Clause no 3(a) (i) to 3(a) (viii) of PQC must be combinedly met by the vendor against a single supply reference of U tubes.Maximum of 06 such reference shall be mentioned in the above table.

Vendor's Signature with Seal

**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.

Sl	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

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

**Note:**

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

Details of contact person(s):

(1)

Name: A. Surender

Deptt: HE & Fab-Purchase

Address: BHEL RC Puram

Phone: (Landline/ Mobile)

040-2318 2390

Email: asurender@bhel.in

Fax: \_\_\_\_\_

(2)

Name: A. Chandra Sekhar

Deptt: HE & Fab -Purchase

Address: BHEL RC Puram

Phone: (Landline/ Mobile)

040-2318 5340

Email: acs@bhel.in

Fax: \_\_\_\_\_



**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 \_\_\_\_\_

\_\_\_\_\_. 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 Independent External Monitor(s), 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. He commits himself to observe the following principles during his 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 will 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to



demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

### **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this 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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.



- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM 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 organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date IP 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. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, 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 agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.



- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----  
For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

-----  
For & On behalf of the Bidder/

Contractor


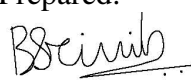
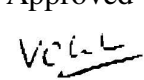
(Office Seal)


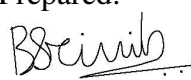
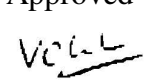
Witness:\_\_\_\_\_


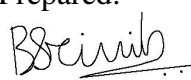
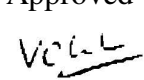
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

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

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

TD-106-2 Rev-5	Form No.		<h1 style="text-align: center;">PRODUCT STANDARD</h1> <h2 style="text-align: center;">HEAT EXCHANGERS</h2> <h3 style="text-align: center;">HYDERABAD</h3>		No: <b>HE 5 1173</b> REV. NO. <b>10</b> Page 1 of 4
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%; font-size: 0.8em;"> <p style="text-align: center;">COPYRIGHT AND CONFIDENTIAL</p> <p style="text-align: center;">The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company</p> </div> <div style="width: 85%; text-align: center;"> <h3><u>SPECIFICATION FOR SEAMLESS TUBES FOR H.P. HEATERS L.P. HEATERS &amp; DRAIN COOLERS (STAINLESS STEEL TUBES)</u></h3> </div> </div> <ol style="list-style-type: none"> <li>1. Bend/straight tubes shall conform to SA 213 TP 304 / TP 304L/ TP 304N/ TP 316 as per drawing/enquiry/P.O with Carbon limited to 0.05 % max. in case of TP 304/ TP 304N/TP 316 and 0.035% in case of TP 304L. Carbon content Specified in the drawing/P.O shall be governing. Tubes shall be seamless cold drawn.</li> <li>2.1 Straight tubes or tubes ready for 'U' bending shall be furnished in the bright annealed condition (both inside and outside surfaces) with a minimum temperature of 1040°C followed by rapid cooling to below 370°C. The cooling rate shall be sufficiently rapid to prevent harmful carbide precipitation.</li> <li>2.2 After U bending U bent portion plus not less than 150 mm (6") of each straight leg of the tube beyond the tangent point of U bend shall be solution annealed to a minimum temp of 1040 °C followed by rapid cooling to below 370°C. U-bent tubes inside shall be purged with inert gas during heat treatment of U-bent portion.</li> <li>2.3 If the heat treatment of the U-bends as specified above is done by resistance heating methods, wherein electrodes are clamped to the tubes, the clamped areas shall be visually examined for arc burns. Burn indications shall be cause for rejection unless they can be removed by local polishing without encroaching upon, minimum wall thickness.</li> </ol> <p style="margin-left: 40px;">Temperature control shall be accomplished through the use of optical or omission pyrometers or both. No temperature indicating crayons, Lacquers or pellets shall be used.</p> <ol style="list-style-type: none"> <li>3. For tubes supplied in bend condition, tube thinning shall be governed by the following formula.           <div style="margin-left: 80px;"> <math display="block">t = t_o ( 1 + d/4R ) \quad \text{where}</math> <p style="margin-left: 40px;">t = Specified minimum wall tube thickness.</p> <p style="margin-left: 40px;">t<sub>o</sub> = Thickness after bending.</p> <p style="margin-left: 40px;">D = Outside diameter of tube.</p> <p style="margin-left: 40px;">R = Center line bend radius.</p> </div> </li> <li>4. Minimum thickness, ovality etc., achieved for minimum bend radius tube for each thickness shall be proved.</li> <li>5. Hot bending to form U tubes shall not be acceptable.</li> <li>6. The tubes shall be tested for corrosion resisting properties as follows :           <ol style="list-style-type: none"> <li>a) One full section sample 1 inch (25.4mm) long from the center of a sample tube of the smallest radius bend which is heat treated shall be tested in the heat treated condition in accordance with practices A262, practice-E.</li> </ol> </li> </ol>					
Ref.Doc	Revisions:  Refer to record of revisions	Prepared: 	Approved 	Date: 06.05.2004	

TD-106-2 Rev-5	Form No.		<b>PRODUCT STANDARD</b> <b>HEAT EXCHANGERS</b> <b>HYDERABAD</b>		No: <b>HE 5 1173</b> REV. NO. <b>10</b> Page 2 of 4
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company		<p>b) One full section sample 1 inch (25.4mm) long from each lot ("lot" refers to all tubes prior to cutting to length, of the same Nominal dia, and wall thickness, produced from the same heat of steel and annealed in a continuous furnace at the same temperature, time at heat, and furnace speed) of straight tubes shall be tested in the finished condition in accordance with practices A262, practice-E.</p> <p>c) The appearance of any fissures or cracks in the test specimen when evaluated in accordance with practices A262, practice-E. indicating the presence of inter granular attack, shall be cause for rejection of that lot.</p> <p>7. Eddy current test shall be carried out as per E426. Eddy Current testing to be carried out 100% online OR 100% Offline which shall be witnessed by BHEL/BHEL nominated inspection agency (BHEL TPIA) with quantum of inspection 100%. (The The type of notch and acceptance norm shall be Transverse tangential notch as per SA1016.)</p> <p>7a. Flaring test on each lot, atleast two tests from each lot are to be conducted as per SA1016.</p> <p>8. Permissible variation from the specified outside diameter shall not exceed <math>\pm 0.1</math> mm for stainless steel tubes (seamless). This includes ovality also.</p> <p>9. Permissible variations from the specified wall thickness.</p> <p>a) Permissible variations from the specified minimum wall thickness shall not exceed <math>+20\% - 0</math>.</p> <p>b) Permissible variation from the specified average wall thickness are <math>\pm 10\%</math> of the nominal wall thickness.</p> <p>10. At the bend portion of the U-tube for <math>R=1.5 \times d</math> or greater neither the major nor minor diameter of tube shall deviate from nominal prior to bending by more than 10%.</p> <p>11. Leg spacing measuring between the points of tangency of the bend to the legs shall not vary from the value (<math>2R</math>- specified tube O.D) by more than 1.5 mm. Where 'R' is the center line bend radius.</p> <p>12. The bend portion of the U-tube shall be substantially uniform in curvature and not exceed the normal center line radius by <math>\pm 1.5</math> mm.</p> <p>13. Permissible deviation from the plane of bend shall not exceed 1.5 mm as measured from point of tangency.</p> <p>14. Each tube shall be subjected to the hydrostatic test by DM water with a chloride content not exceeding 10 PPM, to the pressure indicated in the drawing / enquiry / P.O.</p> <p>15. Manufacturing, inspection, testing, certification &amp; marking shall fully confirm to SA 213 TP 304 / TP 304L/ TP 304N/ TP 316 (as per drawing /enquiry / P.O) of ASME SEC II PART A, year of edition and addenda as indicated in drawing / enquiry / P.O and as per this standard.</p> <p>16. Packing shall be seaworthy and capable of withstanding mechanical damage. Tube ends shall be capped or plugged for protection against ingress of moisture / water during transit &amp; storage. Supplier shall submit packing procedure with sketch of packing box along with the offer for BHEL's approval.</p>			
Ref.Doc	Revisions:  Refer to record of revisions	Prepared: 	Approved 	Date: 06.05.2004	

TD-106-2 Rev-5	Form No.		<b>PRODUCT STANDARD</b> <b>HEAT EXCHANGERS</b> <b>HYDERABAD</b>		No: <b>HE 5 1173</b> REV. NO. <b>10</b> Page 3 of 4
<div style="display: flex;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small; padding: 5px;">           COPYRIGHT AND CONFIDENTIAL            The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED.            It must not be used directly or indirectly in any way detrimental to the interest of the company         </div> <div style="flex-grow: 1; padding: 10px;"> <p>17. Supplier shall furnish test certificates in 6 copies. Test certificates shall contain the following information duly attested by BHEL Approved Third Party Inspection Agency, Additionally by Director Of Boilers for H.P. Heaters in case of indigenous supplies.</p> <ul style="list-style-type: none"> <li>a) Purchase order No and Grade</li> <li>b) Specification No and Grade</li> <li>c) Heat No and Heat analysis</li> <li>d) Product analysis</li> <li>e) Size, thickness and quantity of tubes</li> <li>f) Results of all test as per specification &amp; as per this standard carried out with BHEL Approved Third Party Inspection Agency.</li> </ul> <p>18. Tubes inside &amp; Outside surfaces shall be tested for residual chloride salt contamination to limits as per SA 688. The same shall be reported in Test Certificates. Procedure of measuring residual chloride contamination shall be furnished.</p> <p>19. Cleanliness of inside surface of all U tube shall be confirmed by blowing close fitting acetone soaked felt plugs. Inert gas or N2 shall be used for blowing.</p> <p>20. In the event of an order supplier shall furnish annealing procedure in advance for approval and also furnish co-related TC with all relevant details of heat treatment in accordance with approved procedure.</p> <p>21. ----</p> <p>22. ----</p> <p>23. Packing &amp; Marking for U tubes – AA 049003.</p> <p>24. Packing &amp; Marking for Straight Tubes – AA049002.</p> <p>25. Inspection and certification :</p> <ul style="list-style-type: none"> <li>i) H.P.HEATERS:               <ul style="list-style-type: none"> <li>a) where the material is sourced from suppliers other than India ,the certification shall be in IBR form III B duly signed by BHEL Approved Third Party Inspection Agency(BHEL TPIA).BHEL TPIA shall be authorised by Central Boiler Board for that country.</li> <li>b) Where the material is sourced from Indigenous Suppliers, the certification shall be by Director of Boilers in form III B and also by BHEL Approved Third Party Inspection Agency(BHEL TPIA) as per ASME SEC.II Part A.Edition &amp; Addenda as indicated in the drawing/P.O &amp; enclosed quality plan.</li> </ul> </li> <li>ii) L.P.HEATERS &amp; DRAIN COOLER:               <ul style="list-style-type: none"> <li>a) Inspection &amp; Certification shall be by BHEL Approved Third party Inspection Agency(BHEL TPIA) as per ASME SEC.II Part A. Edition &amp; Addenda as indicated in the drawing/P.O &amp; enclosed quality plan.</li> </ul> </li> </ul> </div> </div>					
Ref.Doc	Revisions:  Refer to record of revisions	Prepared: 	Approved 	Date: 06.05.2004	



**PRODUCT STANDARD**  
**HEAT EXCHANGERS**  
**HYDERABAD**

No: **H E 5 1173**

REV. NO. 10


Page 4 of 4

## RECORD OF REVISIONS

[illegible]




COPYRIGHT AND CONFIDENTIAL


The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> R.C.PURAM, HYDERABAD	<b>STANDARD QUALITY PLAN FOR VENDOR ITEMS</b>							<b>QP. NO: HY/HE/010/U-TUBE</b> <b>REV. NO. : 05</b> <b>DATE: 02.01.2020</b> <b>VALID UPTO: 02.01.2022</b>				
		<b>ITEM: SEAMLESS SS 'U' TUBES FOR HP HEATERS &amp; LP HEATERS</b>							<b>PAGE 1 OF 5</b>				
		<b>BHEL SPEC: HE 51173 Rev. 10</b>											

SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS
										P	W	V	

<b>1.0</b>	<b>RAW MATERIAL INSPECTION</b>												
1.1	MOTHER TUBES	A) IDENTIFICATION OF MOTHER TUBES MARKINGS W.R.TO TC	MAJOR	VISUAL	100%	TEST CERTIFICATE	BHEL SPECIFICATION	TC & INSPN. RECORD		2	1*		* VERIFY & RANDOM WITNESS NOTE-13
		B) VISUAL & DIMN. EXAM	MAJOR	VISUAL & MEASRT	100%	TEST CERTIFICATE	BHEL SPECIFICATION	TC & INSPN. RECORD		2		1	
1.2	VERIFICATION OF MOTHER TUBES TEST CERTIFICATE	A) CHEMICAL COMP.	MAJOR	CHEM.	100%	TEST CERTIFICATE	BHEL SPECIFICATION	TC & INSPN. RECORD	✓	2		1	CARBON CONTENT LIMIT SHALL BE AS PER BHEL SPECIFICATION
		B) MECH. PROPERTIES	MAJOR	MECH.	100%	TEST CERTIFICATE	BHEL SPECIFICATION	TC & INSPN. RECORD	✓	2		1	
		C) UT	MAJOR	NDE/INTERNAL FLAW	100%	TEST CERTIFICATE	BHEL SPECIFICATION	TC & INSPN. RECORD	✓			1	NOTE-13
<b>2.0</b>	<b>IN PROCESS INSPECTION</b>												
2.1	PILGERING / INTERMEDIATE DRAWING	COLD PILGERING / COLD DRAWING	MAJOR	OD, THK, SURFACE	100%	MFR STD	MFR STD	-DO-		2			
2.2	TUBE WASHING	SURFACE CONDITION	MAJOR	VISUAL	100%	MFR STD	BHEL SPECIFICATION	-DO-		2			
2.3	INTERMEDIATE HEAT TREATMENT (IF APPLICABLE AS PER MFR PROCESS )	SOLUTION ANNEALING	MAJOR	TEMP, SOAKING TIME, SPEED	100%	MFR STD	MFR STD	-DO-		2			

<b>LEGEND:</b> P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMMNATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.	<b>PREPARED BY:</b>  <b>ALOK BEHERA</b> <b>DY.MGR/ QA</b>	<b>REVIEWED BY:</b>  <b>B. ASHOK KUMAR</b> <b>AGM/QA</b>	<b>APPROVED BY:</b>  <b>G BALA</b> <b>AGM /QA</b>
	Format no. : HYQA/QP/VSQP Rev.02		

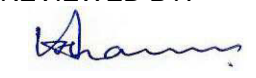
		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN FOR VENDOR ITEMS				QP. NO: HY/HE/010/U-TUBE							
				ITEM: SEAMLESS SS 'U' TUBES FOR HP HEATERS & LP HEATERS  BHEL SPEC: HE 51173 Rev. 10				REV. NO. : 05							
								DATE: 02.01.2020							
										VALID UPTO: 02.01.2022					
										PAGE 2 OF 5					
SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS		
										P	W	V			
2.4	FINAL DRAWING & SIZING	COLD DRAWN	MAJOR	OD, WALL THK & SURFACE	100%	MFR STD	BHEL SPECIFICATION	-DO-		2	1*		* VERIFY & RANDOM WITNESS		
2.5	FINAL HEAT TREATMENT	BRIGHT ANNEALING IN INERT ATMOSPHERE	MAJOR	TEMP, HOLDING TIME, RATE OF COOLING	100%	BHEL SPECIFICATION	BHEL SPECIFICATION	H T CHART	✓	2		1	NOTE 3		
2.6	STRAIGHTENING	STRAIGHTNESS	MAJOR	OD, SURFACE	100%	BHEL SPECIFICATION	BHEL SPECIFICATION	INSPN. RECORD		2					
2.7	CUT TO LENGTH WITH ALLOWANCE	LENGTH	MAJOR	MEASRT	100%	BHEL SPECIFICATION & PO	BHEL SPECIFICATION & PO	INSPN. RECORD		2					
2.8	SAMPLING FOR TESTING		MAJOR	MEASRT	100%	BHEL SPECIFICATION & PO	BHEL SPECIFICATION & PO	INSPN. RECORD		2	1				
2.9	TEST ON TUBES	a) PRODUCT ANALYSIS	MAJOR	CHEMICAL	AS PER SPEC.	SA213, SA1016 & PO	SA213, SA1016 & PO	SUPPLIERS TC	✓	2		1	CARBON CONTENT LIMIT SHALL BE AS PER BHEL SPECIFICATION		
		b) TENSILE TESTING	MAJOR	MECH.	AS PER SPEC.	SA213, SA1016 , BHEL SPECIFICATION & PO	SA213, SA1016 , BHEL SPECIFICATION & PO	TC & INSPN. RECORD	✓	2	1				
		c) HARDNESS TESTING	MAJOR	MECH.	AS PER SPEC.			TC & INSPN. RECORD	✓	2	1				
		d) FLATTENING TEST	MAJOR	MECH.	AS PER SPEC.			TC & INSPN. RECORD	✓	2	1				
		e) FLARING TEST	MAJOR	MECH.	AS PER SPEC.			TC & INSPN. RECORD	✓	2	1				
		f) INTER GRANULAR CORROSION TESTING	MAJOR	CORROSION RESISTANCE	AS PER SPEC.			TC & INSPN. RECORD	✓	2		1			
		g) RESIDUAL CHLORIDE	MAJOR	CHEM.	AS PER SPEC.			TC & INSPN. RECORD	✓	2		1			

LEGEND:  
P: - PERFORM, W: - WITNESS, V: - VERIFICATION,  
INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V.  
\* D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.

PREPARED BY:


  
**ALOK BEHERA**  
DY.MGR/ QA

REVIEWED BY:

  
**B. ASHOK KUMAR**  
AGM/QA

APPROVED BY:

  
**G BALA**  
AGM /QA


		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN FOR VENDOR ITEMS				QP. NO: HY/HE/010/U-TUBE REV. NO. : 05 DATE: 02.01.2020 VALID UPTO: 02.01.2022					
				ITEM: SEAMLESS SS 'U' TUBES FOR HP HEATERS & LP HEATERS									
				BHEL SPEC: HE 51173 Rev. 10				PAGE 3 OF 5					
				SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D
		h) MICROSTRUCTURE, GRAIN PROPERTIES	MAJOR	METALLOGRAPHY	ONE PER HEAT	BHEL SPEC.	BHEL SPEC. & P.O	TC	✓	2		1	
2.10	EDDY CURRENT TEST	INTERNAL FLAWS	MAJOR	NDE	100%	ASTM E426	ASME SA1016 & NOTE 8	SUPPLIER TC	✓	2	1*		*100% ONLINE OR 100% OFFLINE. NOTE 11
2.11	ULTRASONIC TEST	INTERNAL FLAWS	MAJOR	NDE	100 % BY MFR , 10 % BY BHEL	ASTM E213	ASME SA1016	SUPPLIER TC	✓	2	1		
2.12	INSPECTION OF STRAIGHT TUBES	OD, THICKNESS, LENGTH, STRAIGHTNESS, EDGE BURRS, SURFACE CONDITION	MAJOR	VISUAL & MEASRT	100 %	MFR. STD.	MFR. STD., BHEL SPEC	-DO-		2		1	
2.13	U-BENDING OF TUBES	CENTRE LINE BEND RADIUS (CLR)	MAJOR	VISUAL	100%	MFR. STD.	MFR. STD.	INSPN. RECORD		2		1	NOTE 4
		WALL THINNING	MAJOR	MEASRT	1 SAMPLE OF MIN BEND RADIUS FOR EACH THK	BHEL SPECIFICATION & DRG.	BHEL SPECIFICATION & DRG.	INSPN. RECORD		2		1	
2.14	STRESS RELIEVING OF U-BEND PORTION	SOLUTION ANNEALING	MAJOR	TEMP, SOAKING TIME	100%	BHEL SPECIFICATION & DRG.	BHEL SPECIFICATION & DRG.	INSPN. RECORD	✓	2		1	NOTE 5

LEGEND:  
P: - PERFORM, W: - WITNESS, V: - VERIFICATION,  
INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V.  
\* D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.

PREPARED BY:

  
**ALOK BEHERA**  
DY.MGR/ QA

REVIEWED BY:

  
**B. ASHOK KUMAR**  
AGM/QA

APPROVED BY:

  
**G BALA**  
AGM /QA





BHARAT HEAVY ELECTRICALS  
LIMITED  
R.C.PURAM, HYDERABAD

# STANDARD QUALITY PLAN FOR VENDOR ITEMS

ITEM: SEAMLESS SS 'U' TUBES FOR HP HEATERS & LP HEATERS

BHEL SPEC: HE 51173 Rev. 10

QP. NO: HY/HE/010/U-TUBE

REV. NO. : 05

DATE: 02.01.2020

VALID UPTO: 02.01.2022

PAGE 4 OF 5

SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS
										P	W	V	
2.1.1 5	STRESS RELIEVING	RESIDUAL CIRCUMFERENTIAL STRESS	MAJOR	MEASRT	ONE SPECIMEN PER LOT	PO & DRG.	PO & DRG.	INSPN. RECORD	✓	2	1		PROCEDURE FOR RESIDUAL STRESS MEASUREMENT AS APPROVED BY BHEL TO BE FOLLOWED
<b>3.0</b>	<b>FINAL INSPECTION</b>												
3.1	HYDROSTATIC TESTING	PRESSURE, TIME, LEAKAGE	CRITICAL	HYDRO	100 %	ASTM A1016	ASTM A1016	HYDRO TEST REPORT	✓	2	1		CHP, NOTE 6 NOTE 12
3.2	CUT TO LENGTH & DEBURR	LENGTH, EDGE CONDITION	MAJOR	MEASRT	100%	BHEL SPECIFICATION & PO	BHEL SPECIFICATION & PO	INSPN. RECORD		2		1	
3.3	DIMN. CONFORMITY & VISUAL EXAM.	OD, CLR, THICKNESS, LENGTH, OVALITY, LEG SPACING, PLANE OF BEND, CURVATURE, EDGE BURRS.	MAJOR	MEASRT	100%	DRG. / PO & SPEC	DRG. / PO & SPEC	INSPN. RECORD	✓	2	1*		* VERIFY & RANDOM WITNESS
3.4	CLEANLINESS OF INSIDE SURFACE OF TUBES	NITROGEN PURGING	MAJOR	MEASRT	100%	DRG. / PO & SPEC	DRG. / PO & SPEC	INSPN. RECORD	✓		1*		* VERIFY & RANDOM WITNESS
<b>4.0</b>	<b>PRESERVATION AND DESPATCH</b>												
<b>4.1</b>	<b>PACKING &amp; DESPATCH</b>	VERIFICATION OF ALL TCS FOR COMPLETION.	MAJOR	VISUAL	100%	PO, SPEC., DRG. & QP	DRG. / PO & SPEC	INSPN. RECORD	✓	2		1	
		PMI	MAJOR	NDE	10 % BY MFR	BHEL SPECIFICATION & PO.	BHEL SPECIFICATION & PO.	INSPN. RECORD	✓	2	1		RANDOM WITNESS BY BHEL TPIA

LEGEND:  
P: - PERFORM, W: - WITNESS, V: - VERIFICATION,  
INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V.  
\* D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.

PREPARED BY:


**ALOK BEHERA**  
DY.MGR/ QA

REVIEWED BY:

**B. ASHOK KUMAR**  
AGM/QA

APPROVED BY:

**G BALU**  
AGM /QA

		<b>BHARAT HEAVY ELECTRICALS LIMITED</b> R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN FOR VENDOR ITEMS				QP. NO: HY/HE/010/U-TUBE REV. NO. : 05 DATE: 02.01.2020 VALID UPTO: 02.01.2022 PAGE 5 OF 5					
				ITEM: SEAMLESS SS 'U' TUBES FOR HP HEATERS & LP HEATERS BHEL SPEC: HE 51173 Rev. 10									
SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS
		REVIEW OF REJECTION REPORT	MAJOR	VISUAL	100 %	PO, SPEC., DRG. & QP	DRG. / PO & SPEC	INSPN. RECORD	✓	2		1	*CHP NOTE 12
		PACKING & DISPATCH	MAJOR	VISUAL	100 %	PO, SPEC., DRG. & QP	DRG. / PO & SPEC	INSPN. RECORD	✓	2	1*		* VERIFY & RANDOM WITNESS

**NOTES:**

- 1) LUBRICANTS USED IN TUBE DRAWING OPERATION SHALL BE NON-CHLORINATED (50 PPM CHLORIDES OR LESS). ALL CLEANING COMPOUNDS SHALL BE CHLORIDE AND CAUSTIC FREE. EACH CLEANING OPERATION SHALL BE FOLLOWED BY A RINSE OR RINSES WITH WATER, THE FINAL RINSE SHALL BE WITH DEMINERALISED WATER CONTAINING NOT MORE THAN 10 PPM CHLORIDES.
- 2) INTERMEDIATE SOLUTION ANNEALING SHALL ALSO BE DONE IN BRIGHT ANNEALING FURNACE ONLY.
- 3) STRAIGHT TUBES SHALL BE CLEANED AND BRIGHT ANNEALED AT A TEMPERATURE OF 1040°C MIN. FOLLOWED BY QUENCHING TO BELOW 370° C. BHEL TPIA SHALL CHECK PARAMETER SETTINGS AND SAME SHALL BE MENTIONED IN REPORT.
- 4) HOT BENDING TO FORM 'U' TUBES SHALL NOT BE PERMITTED.
- 5) U BEND AREA PLUS APPROXIMATELY 150MM OF EACH LEG BEYOND TANGENT POINT OF THE U BEND SHALL BE HEAT TREATED.
- 6) HYDROSTATIC TESTING OF TUBES SHALL BE CARRIED OUT WITH DEMINERALISED WATER. CHLORIDE CONTENT OF D.M. WATER SHALL NOT EXCEED 10 PPM.
- 7) TUBES SHALL BE PACKED IN SEA WORTHY PACKING & SHALL BE CAPABLE OF WITHSTANDING MECHANICAL DAMAGES DURING TRANSIT.
- 8) EDDY CURRENT TEST SHALL BE CARRIED OUT WITH A TRANSVERSE TANGENTIAL NOTCH AS PER SA1016
- 9) PROJECT SPECIFIC REQUIREMENTS, IF ANY, AS PER PO SHALL ALSO BE COMPLIED WITH. VENDOR HOLDS THE RESPONSIBILITY OF SUPPLYING TUBES TO THE SPECIFICATION AND RELEVANT STANDARDS.
- 10) THE REQUIRED CERTIFICATION FOR HP HEATER U-TUBES FROM IBR IN IBR FORM III B FORMAT SHALL BE FURNISHED TO BHEL.
- 11) ALL TUBES PASSED IN EDDY CURRENT TEST SHALL BE MARKED BY ELECTRO-STENCILLING BY BHEL/BHEL TPIA. ALL REJECTED TUBES SHALL BE REMOVED FROM WORK AREA IN PRESENCE OF BHEL/BHEL TPIA
- 12) VENDOR TO PERFORM ROOT CAUSE ANALYSIS AND SUBMIT REPORT TO BHEL, IN CASE OF ANY REJECTION OF TUBES DURING HYDROTEST FAILURE.
- 13) BHEL TPIA SHALL CHECK RANDOM 5 SAMPLES FROM EACH LOT AND VERIFY CO-RELATION WITH TCS DURING RAW MATERIAL INDUCTION & VERIFICATION OF BALANCE TCS. RAW MATERIALS SHALL BE PROCURED FROM BHEL APPROVED SOURCES:
- 14) IN CASE OF NEW VENDOR (EXECUTING BHEL ORDER FOR FIRST TIME), IN ADDITION TO BHEL TPIA, BHEL QC SHALL ALSO INSPECT/WITNESS STAGE/FINAL INSPECTION AT RANDOM AS A SURVEILLANCE CHECK.

**MTC – MILL TEST CERTIFICATE**

**TC – TEST CERTIFICATE**

**IR – INSPECTION REPORT**




**COC – CERTIFICATE OF CONFORMITY**


**TPIA – THIRD PARTY INSPECTION AGENCY APPOINTED BY BHEL.**


**PO – PURCHASE ORDER NDE - NON-DESTRUCTIVE EXAMINATION**

**UT – ULTRASONIC TEST MEASRT – MEASUREMENT MFR – MANUFACTURER**

**STD – STANDARD SPEC - SPECIFICATION**

<b>LEGEND:</b> P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.	PREPARED BY:  <b>ALOK BEHERA</b> DY.MGR/ QA	REVIEWED BY:  <b>B. ASHOK KUMAR</b> AGM/QA	APPROVED BY:  <b>G BALA</b> AGM /QA
	Format no. : HYQA/QP/VSQP Rev.02		

	<h1 style="margin: 0;">CORPORATE STANDARD</h1>			AA 049 00 03		
				Rev. No. 02		
				PAGE 1 OF 4		
<h2 style="margin: 0;">PRESERVATION, PACKING AND MARKING OF U-BENT HEAT EXCHANGER TUBES</h2>						
<p><b>1.0 SCOPE:</b></p> <p>This standard stipulates the requirements preservation, packing and marking of ferrous and non ferrous U-Bent heat exchanger tubes.</p>						
<p><b>2.0 PRESERVATION:</b></p>						
<p><b>2.1 End Caps/Guides:</b></p> <p>All the tubes shall be provided with plastic end caps of conical shape on both ends, in order to avoid ingress of water and other foreign matter.</p> <p>A typical figure of the plastic cap is shown in the fig 3 for guidance.</p>						
<p><b>2.2 Rust prevention:</b></p> <p>All carbon steel tubes shall be applied with suitable temporary rust preventive on the outer surface of the tubes, and required quantity of rust inhibitive powder shall be inserted inside the tubes before end capping.</p>						
<p><b>3.0 PACKING:</b></p>						
<p><b>3.1</b> All tubes shall be packed and blocked in such a manner as to prevent damage in ordinary handling and transportation.</p> <p>The boxes shall be constructed in such a manner that no nails, staples, screws or similar fasteners are required to close and secure the box after the tubes have been placed in the box. The box shall be lined with plastic sheet or vapour barrier materials so as to prevent chloride contamination of the tubes during handling, transportation and storage. The bottom of the case shall be rigid to enable the tubes to maintain straightness. Special lifting tackles, including beams, wherever necessary shall be provided with each case to avoid damage during transit. The U- bent tubes shall be arranged in boxes so that the smaller radius bends may be removed without disturbing larger radius bends. Tubes for each heat exchanger shall be boxed together.</p> <p>A suitable amount of desiccant such as silica gel shall be placed in each packing box.</p>						
<p><b>3.2</b> Each package shall be of convenient weight for ease in handling. The weights shall not exceed 2000 Kg (Gross).</p>						
<p><b>3.3</b> Plastic/ nylon support guides as shown in fig.2 shall be placed in between the tubes in order to prevent rubbing of tube to tube and internal movement.</p>						
<b>Revisions :</b> Cl. 18.11.01 of MRC – NFCW+HE				<b>APPROVED :</b> INTERPLANT MATERIAL RATIONALIZATION COMMITTEE-MRC (NFCW+HE)		
Rev. No. 02	Amd.No.	Reaffirmed	Prepared	Issued	Dt. of 1st Issue	
Dt: 15.02.2004	Dt :	Year :	HYDERABAD	Corp. R&D	DECEMBER, 1986	

AA 049 00 03	<b>CORPORATE STANDARD</b>	
Rev. No. 02		
PAGE 2 OF 4		

**3.4** The U-bent tubes of different radii shall be inserted into the slots of the wooden supports which are firmly fixed in the box as shown in Fig.1

**3.5** The recommended packing case design and the method of packing is illustrated in fig 1. Any alternate method of packing shall be submitted to BHEL with full particulars and drawings along with the offer for approval.

**4.0 MARKING:**

**4.1** Each tube shall be stenciled with the following information:

- a) BHEL order number:
- b) BHEL Specification No.
- c) Melt/Heat No:
- d) Size of tube:
- e) Supplier 's mark

**4.2** A metal label shall be securely attached to each packing case, punched with the following details :

- a) BHEL order number:
- b) BHEL Specification No.
- c) Consignment or Identification No.
- d) Size of the tubes & Total weight
- e) Supplier's Name

**4.3** The packing case shall be marked with the following symbols in order to avoid damage during transit:

- a) A mark indicating UP-DOWN position of the case.
- b) A mark indicating that the case shall not be given any impact.
- c) A mark indicating that the case shall be kept free from contact with moisture.
- d) A mark showing the slinging position.

**5.0 HANDLING AT PORT, SITE, SHOP, ETC., 9INCLUDING TRANSPORTATION):**

**5.1 Procedure:**

If the tube length is more than 7000 mm invariably beams are ordered by BHEL, two in numbers which are supplied with first consignment by the vendor.

On receipt of consignment at port, boxes and lifting beams shall be inspected. If boxes are found broken, inspection of tubes shall be carried out. Broken box shall be suitably repaired before sending to site. Boxes shall be inspected before loading on the truck/trailer at supplier's works. Repair shall be carried out if required.

Invariably lifting beam shall be used for handling of boxes.

Boxes shall be placed on the floor on supports ( at least 300 mm above the floor). Distance between supports shall not be more than 500 mm. While handling /stacking, vertical direction as marked on the box shall be followed.

Boxes shall be stacked on each other in such a way that are upright, straight and not projecting outside the lower box. Normally not more than 3 boxes shall be kept on each other.



## CORPORATE STANDARD

AA 049 00 03

Rev. No. 02

PAGE 3 OF 4

### 5.2 Loading of boxes on trailers/trucks:

Preferably trailer shall be of flat floor and its length shall not less than the box. However, in case it is not feasible, following is recommended:

<u>Box length max. in metres</u>	<u>Floor length not less than in metres</u>
20	18.5
15	14
10	9.5
8	7.6

In case, the floor of trailer/truck is not flat, following procedure shall be adopted:

- Packers of suitable strength shall be placed on the floor such that when boxes are placed, the packer's bottom of the boxes is horizontal.
- Packers shall be placed such that at the driver end, the box projects maximum 300 mm from the support and on the opposite end, it is 300 mm less than end of the floor such that total projection from last support shall not be more than as specified above.
- Boxes shall be placed on each other as specified in clause 5.1. The each vertical row shall be secured tight using ropes /wires and tightened with each other and secured with the trailer floor suitably. The gap between the tightening rope/wire shall not be more than 2 metres.
- Out of two lifting beams, one number shall be sent with first consignment and the second lifting beam with the last consignment.
- Boxes shall be covered with tarpaulin and tightened suitably so as to prevent seepage of water.

### 5.3 Receipt at site:

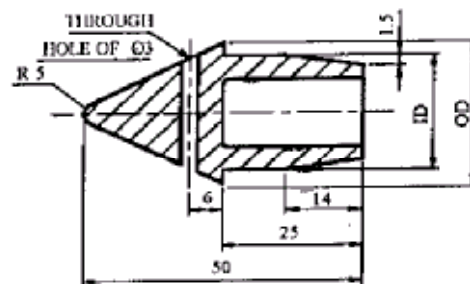
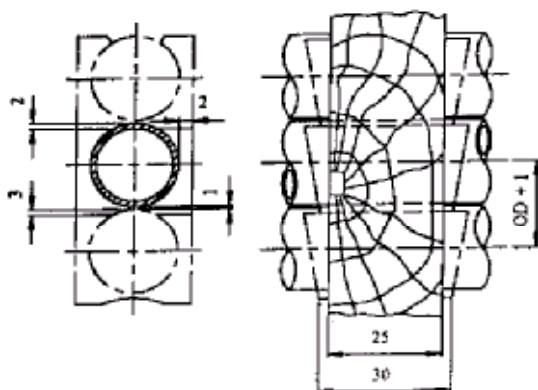
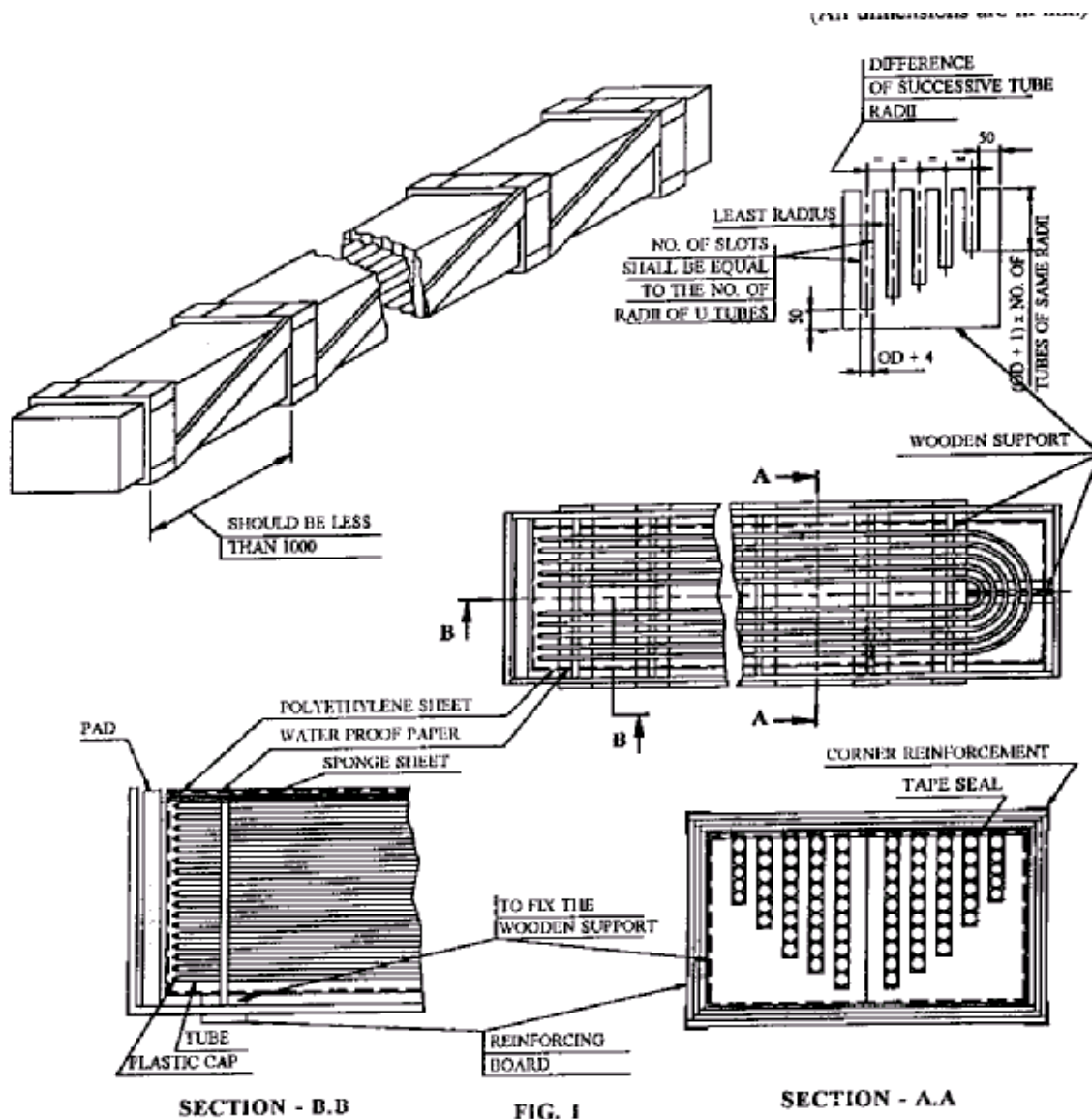
The boxes shall be again inspected at the site for any breakage, if found shall be reported back to concerned unit.

The boxes from trailer/truck shall be lifted using lifting beam only supplied with the first and last consignment and stacked in the store in line with clause 5.1.

The boxes shall be covered with tarpaulin to prevent water seeping in the boxes.

### 6.0 REFERRED STANDARDS (LATEST PUBLICATIONS INCLUDING AMENDMENTS):

NIL





**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.

Sl	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

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

**Note:**

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

Details of contact person(s):

(1)

Name: A. Surender

Deptt: HE & Fab-Purchase

Address: BHEL RC Puram

Phone: (Landline/ Mobile)

040-2318 2390

Email: asurender@bhel.in

Fax: \_\_\_\_\_

(2)

Name: A. Chandra Sekhar

Deptt: HE & Fab -Purchase

Address: BHEL RC Puram

Phone: (Landline/ Mobile)

040-2318 5340

Email: acs@bhel.in

Fax: \_\_\_\_\_

**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 \_\_\_\_\_

\_\_\_\_\_. 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 Independent External Monitor(s), 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. He commits himself to observe the following principles during his 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 will 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to



demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

### **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this 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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.



- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM 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 organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date IP 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. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, 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 agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----  
For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

-----  
For & On behalf of the Bidder/

Contractor

(Office Seal)

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

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

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

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



**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Government of India Undertaking)**  
**Heavy Power Equipment Plant, RC Puram**  
**Hyderabad – 502 032, Telangana.**

**FRAMEWORK AGREEMENT**

Agreement No. \_\_\_\_\_

Date: xx.xx.xxxx

NAME OF WORK	
NAME OF BIDDER WITH FULL ADDRESS	
VALUE OF ORDERS TO BE RELEASED PROGRESSIVELY DURING THE AGREEMENT PERIOD	
LETTER OF INTENT NO.	
VALIDITY OF FRAMEWORK AGREEMENT	

SIGNATURE OF BIDDER

SIGNATURE OF BHEL OFFICER

## **FRAMEWORK AGREEMENT - DRAFT**

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_, \_\_\_\_ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi-110049 (herein after called BHEL) of the ONE PART.

AND

M/S \_\_\_\_\_ (hereinafter called the 'Bidder') of the SECOND PART.

WHEREAS M/s \_\_\_\_\_. state that they have acquired and possess extensive experience in the field of \_\_\_\_\_

And Whereas in response to an Invitation to Tender No. \_\_\_\_\_, **Published date:** \_\_\_\_\_ issued by BHEL for execution of \_\_\_\_\_ - the Bidder submitted their offer No. \_\_\_\_\_ dated \_\_\_\_\_. And whereas BHEL has accepted the offer of the Bidder on terms and conditions specified in the Letter of Intent No. \_\_\_\_\_ read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That, during this agreement period, i.e. till, \_\_\_\_\_, BHEL will progressively award works of \_\_\_\_\_ to the Bidder for tentative cumulative quantity of \_\_\_\_\_ amounting to Rs. \_\_\_\_\_ plus GST.
2. That the Bidder shall execute the work of \_\_\_\_\_ of \_\_\_\_\_ against each order to be placed on them as referred to in point no. 1 above and more particularly described in Tender Specification No \_\_\_\_\_ including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Bidder, Special Contract Conditions for Framework Agreement, Annexures, Letter of Intent no. \_\_\_\_\_ and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
3. That in consideration of the payments to be made to the Bidder by BHEL in accordance with this Agreement the Bidder hereby covenants and undertakes with BHEL that they shall execute, construct and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
4. That the Bidder shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
5. That the Bidder shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within the agreed time schedule.

6. That BHEL shall, after proper scrutiny of the bills submitted by the Bidder, pay to him as determined by BHEL in accordance with this Agreement.
7. That this Agreement shall be deemed to have come into force from xx.xx.xxxx
8. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Bidder, the same may be deducted in the manner as set out in the Instruction to Bidders of Contract or other conditions governing this Agreement.
9. That all applicable charges on account of Octroi, Terminal and other taxes including Goods and Service Tax or other duties on material obtained for execution of the said works shall be borne and paid by the Bidder.
10. That BHEL shall be entitled to deduct from the Bidder's running bills or otherwise Income Tax as per prevailing Income Tax Act.
11. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Bidder with respect to compensation payable to BHEL or Bidder's obligations shall remain unaffected.
12. The following documents
  - (a) Invitation to Tender No \_\_\_\_\_ and the documents specified therein.
  - (b) Bidder's Offer No \_\_\_\_\_
  - (c) BHEL's e-mail dtd. \_\_\_\_\_shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

- 1.
- 2.

WITNESS

- 1.
- 2.

(BIDDER)

(to be signed by a person holding  
a valid Power of Attorney)

(For and on behalf of BHEL)



# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## Business Rules for Reverse Auction

### Annexure – I

---

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of *{item name}* through Reverse Auction mode. BHEL has made arrangement with M/s. *{Service provider}*, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

#### 1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

**2. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on {date}: ;{start time}: ;{Close Time: }.

**3. Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

---



# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## Business Rules for Reverse Auction

### Annexure – I

for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. 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.

6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## Business Rules for Reverse Auction

### Annexure – I

- 
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
  8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
  9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
  10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
  11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## Business Rules for Reverse Auction

### Annexure – I

- 
- 12.** Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

- 13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
- 14.** M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the
-

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## Business Rules for Reverse Auction

### Annexure – I

---

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
  - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
  - b. Bid Placed by the bidder
  - c. Start Price
  - d. Decrement value
  - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## Business Rules for Reverse Auction

### Annexure – I

---

intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## Mandate to Service Provider

## Annexure – II

**Ref :**

**Date :**

To,

M/s. {Service provider}

Sub: Providing of Services for Reverse Auction.

Ref: No {...} date {...}

Dear Sir,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
- Seek process compliance form from all the bidders provided by BHEL before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
- Price: Rs. {.....}/- . No other duties, Taxes, levies etc. except service tax @ {.....}% shall be payable for conducting reverse auction. This price is firm.
- Payment Terms: 100% payment after successful completion of Auction.
- Start Price: L1 as per the CST (Comparative statement) of the envelope sealed bid shall be marked as L1 automatically by the system at the start of the auction, provided the L1 bidder participates in the RA by submitting the process compliance form. In case the Process Compliance form is not submitted by the L1 bidder, still its price has to be mapped as start price of RA for further bidding in RA.  
Wherever there are more than one L1 in CST, the start price shall be the L1 price reduced by one decrement and the same shall be accepted by the interested bidder(s) for start of RA process.
- Completion of Auction Process: The auction process shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy/ email of the final bid with price break up, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
- Business Rules of the Reverse Auction are as per Annexure – I.
- The list of bidders with their contact details is given in Annexure – IV. and the details of the item (s) to be Reverse Auctioned are as per Annexure – V.
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. {Service provider}) including hard copy/ email of the final bid with breakup of prices duly signed by the successful bidder (duly endorsed by M/s. {Service provider}) shall be submitted within **four** working days of conclusion of auction.

**Yours sincerely,**

(for and on behalf of BHEL)



## Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

### Mandate to Service Provider

### Annexure – II

**Note:**

If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

<b>Buyer Name</b>	<ul style="list-style-type: none"><li>- Name of BHEL Unit</li><li>- Full postal address</li><li>- Fax:</li><li>- Phone:</li><li>- Email:</li><li>- Contact person name:</li><li>- Phone:</li><li>-</li></ul>
<b>Auction to be conducted by</b>	<ul style="list-style-type: none"><li>- Name of Service provider</li><li>- Full postal address</li><li>- Fax:</li><li>- Phone:</li><li>- Email:</li><li>- Contact person name:</li><li>- Phone:</li><li>-</li></ul>
<b>Date of Auction</b>	<ul style="list-style-type: none"><li>- Date of Auction</li><li>- Reverse auction time:</li><li>- Auction website:</li><li>-</li></ul>
<b>Documents Attached: (To be sent to the bidders)</b>	<ul style="list-style-type: none"><li>1) Business rules for Reverse Auction (<u>Annexure-I</u>)</li><li>2) Process Compliance Form (<u>Annexure-III</u>)</li><li>3) Details of item (s) to be Reverse Auctioned (<u>Annexure-V</u>)</li><li>4) Post RA Price confirmation by bidder (<u>Annexure-VI</u>)</li></ul>

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05

Dated: 08.03.2021

## Process Compliance Form

### Annexure – III

---

**(The bidders are required to print this on their company's letterhead and sign, stamp before RA)**

To

- M/s. {Service provider}
- Postal address}

### **Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....} This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - VI within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- **Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.**

## Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05

Dated: 08.03.2021

### List of bidders and their address/ contact person details

#### Annexure – IV

---

Sl. No.	Address	Contact Person
1	<ul style="list-style-type: none"><li>- Name of bidder</li><li>- Full postal address</li><li>- Fax:</li><li>- Phone:</li><li>- Email:</li></ul>	<ul style="list-style-type: none"><li>- Contact person name:</li><li>- Phone:</li><li>- Email:</li></ul>
2		
3		
..		
..		

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05

Dated: 08.03.2021

## Details of item (s) for Reverse Auction

### Annexure – V

---

1. *{Details of items including quantity, specification, Enquiry no. & date*

1.

2.

..

..

..

}

## Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05

Dated: 08.03.2021

### RA price confirmation and breakup

(To be submitted by L1 bidder after completion of RA)

Annexure – VI

---

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-  
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{\_\_\_ in value & in words\_\_\_} for item(s) covered under tender enquiry  
No. {...} dt.{...}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {\_\_\_ in nos. & in words \_\_\_} days.

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

---