



BHEL Tenders

Government eProcurement System

Tender Details

Date : 23-Feb-2023 09:11 AM



Basic Details

Organisation Chain	Bharat Heavy Electricals Limited HEEP-Haridwar Electrical Machines		
Tender Reference Number	RC/PPXEM/HEEP/BHEL/TG067_INS. SOLID CU.		
Tender ID	2023_BHEL_22730_1		
Tender Type	Open Tender	Form of contract	Buy
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	DD

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	TECHNO COMMERCIAL BID
		.pdf	PRE QUALIFICATION REQUIREMENTS SUPPORTING DOCUMENTS
		.pdf	STANDARD QUALITY PLAN
		.pdf	ENDORSED BHEL GISTC
		.pdf	INTEGRITY PACT
		.pdf	MAKE IN INDIA CERTIFICATE
		.pdf	VENDORS CONFIRMATION FORM
2	Finance	.xls	BOQ PRICE BID

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	2,00,000	EMD through BG/ST or EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	BHARAT HEAVY ELECTRICALS LIMITED	EMD Payable At	HARIDWAR

[Click to view modification history](#)[illegible]

Title	RC/PPXEM/HEEP/BHEL/TG067 INSULATED SOLID CU.
--------------	--

Work Description	INSULATED SOLID COPPER				
Pre Qualification Details	ATTACHED				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	2,99,99,999	Product Category	Metals - Non Ferrous	Sub category	INSULATED SOLID COPPER
Contract Type	Rate Contract	Bid Validity(Days)	90	Period Of Work (Days)	75
Location	HEEP BHEL HARIDWAR	Pincode	249403	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	PURCHASE EM HEEP BHEL HARIDWAR
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	23-Feb-2023 10:00 AM	Bid Opening Date	16-Mar-2023 02:00 PM
Document Download / Sale Start Date	23-Feb-2023 12:00 PM	Document Download / Sale End Date	16-Mar-2023 09:00 AM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	23-Feb-2023 12:00 PM	Bid Submission End Date	16-Mar-2023 09:00 AM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT RC/PPXEM/HEEP/BHEL/TG067	5166.98	
	2	Tendernotice_2.pdf	VENDORS CONFIRMATION FORM	71.30	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RCPPXEMHEEPBHELTG067.pdf	RC/PPXEM/HEEP/BHEL/TG067_INS. SOLID CU.	5151.73
	2	Tender Documents	VendorsForm.pdf	VENDORS CONFIRMATION FORM	55.83
	3	BOQ	BOQ_23818.xls	BOQ PRICE BID	245.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	ravinder.sidhu@bhel.in	RAVINDER SIDHU	RAVINDER SIDHU
2.	ashim.dalui@bhel.in	ASHIM DALUI	ASHIM DALUI
3.	kr.kapil@bhel.in	KAPIL KUMAR	KAPIL KUMAR
4.	skumars@bhel.in	Satish Kumar Singh	SATISH KUMAR SINGH

GeMARPTS Details

GeMARPTS ID	5MK8GH9EZDZT
Description	DOUBLE GLASS COVERED VARNISH BONDED RECT. COPPER CONDUCTOR TEMP. INDEX 155
Report Initiated On	25-Jan-2023
Valid Until	24-Feb-2023

Tender Properties

	No	Show Technical bid status	Yes
--	----	----------------------------------	-----

Auto Tendering Process allowed			
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	3
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

<u>Tender Inviting Authority</u>	
Name	SK SINGH E3 PPX EM HEEP
Address	PURCHASE EM HEEP BHEL HARIDWAR UTTARAKHAND TEL 01334 285203

<u>Tender Creator Details</u>	
Created By	KAPIL KUMAR
Designation	Engineer
Created Date	23-Feb-2023 08:58 AM

Bharat Heavy Electricals Limited

Heavy Electrical Equipment Plant, Ranipur, Haridwar - 249 403 (Uttarakhand) Tel.: (01334) 284080.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

हैवी इलेक्ट्रिकल्स इक्विपमेंट प्लांट, रानीपुर हरिद्वार २४९४०३ (उत्तराखंड) दूरभाष (०१३३४) २८४०८०

Framework agreement (FA)/ rate contract (RC) for purchase of Insulated solid copper conductor on finished basis under enquiry No. RC/PPXEM/HEEP/BHEL/TG067 for two years.

The supplies against this framework agreement enquiry shall be subjected to our general terms and conditions of the enquiry (GISTC / P.O. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry.

1. General: - Material will be supplied on finished basis where no material will be free issued from BHEL against this RC/PO. **Suppliers shall upload only fabrication cost in Rs. /Kg (inclusive of premium, tooling, packing, forwarding and freight etc) on FOR BHEL Haridwar basis on NIC e-procurement portal. Metal price will be applicable as per below PVC formula at the time of supply as per metal booking conditions.**

Insulated solid copper conductor to be supplied in accordance with the size, technical requirements as per individual purchase order (PO) placed under the Framework agreement. Procurement will be carried out progressively framework agreement valid for 24 months after its finalization with BHEL have an option to short close it at any stage if required.

2. Supply condition: - All the Insulated solid copper conductor is to be supplied in rolls of continuous lengths as specified in individual purchase orders/applicable specification. The length of each insulated copper conductor/net weight of each roll should be as per the description mentioned in Purchase Order/applicable specification. Any rejection shall have to be replaced by the vendor free of cost. **MOQ for order placement shall be indicated by bidder for each item in technical bid.**

3. FA/RC Quantity & Technical Parameters: -

Total estimated requirement is as follows which shall be purchased progressively as per our requirement under the framework agreement. The quantity mentioned is nominal. Any change in requirement arising out of unforeseen reasons like customer approved vendor requirement at later stage, hold on projects etc. may increase/reduce the nominal quantity.

MAT. CODE	DESC_	MSPEC	QUANTITY (KG)
TGEW28100077	POLYESTERIMIDE ENAMELLED DOUBL 1.5 MM SPEC: TG60078 REV: 02	TG60078 REV. 02	337
HW2814198017	COP-DG EPXY VRSH TEMP. INDEX 155 SPEC: HW28198 REV: 03 SIZE: 4.6X1.6 DIM.: WXT GRADE: COP-DG EPXY VRSH	HW28198 REV. 03	3585
HW2814198378	COP-DG EPXY VRSH TEMP. INDEX 155 SPEC: HW28198 REV: 03 SIZE: 9.5X1.2 DIM.: WXT GRADE: COP-DG EPXY VRSH	HW28198 REV. 03	31600

Bharat Heavy Electricals Limited

Heavy Electrical Equipment Plant, Ranipur, Haridwar - 249 403 (Uttarakhand) Tel.: (01334) 284080.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

हैवी इलेक्ट्रिकल्स इक्विपमेंट प्लांट, रानीपुर हरिद्वार २४९४०३ (उत्तराखंड) दूरभाष (०१३३४) २८४०८०

4. Quality requirements: Test Certificates as per purchase specification must accompany each lot. Final inspection for acceptance shall be at BHEL, Haridwar. However, TPI inspection/Customer Inspection at supplier's works will be carried out wherever it is applicable as:

- 1) Non-approved/new vendor(s) approval from End customer/NTPC is required.
- 2) Inspection/Joint inspection by BHEL / BHEL nominated inspection agency Intertek & NTPC (for NTPC projects) as per BHEL & NTPC approved QP. vendor to endorse BHEL SQP 'QA/BE/QP/083 Rev. 08'. Quality plan to be followed for Insulated solid copper conductor against requirement of BHEL, Haridwar is attached as QP No. 'QA/BE/QP/083 Rev. 08' and should be submitted signed and stamped copy along with the quotation. In addition, BHEL approved QAP/End customer specific QAP wherever applicable shall be followed for individual work orders/PO.

5. Procedure for Bid submission: - Offer shall be submitted by the bidders in two parts

Bid Part - I Technical cum Commercial bid

Bid Part - II Price bid

Both Part - I & Part - II of the offer to be uploaded on BHEL e-procurement site using Class III digital signature. Bidders to mandatorily put sign and seal on all the uploaded documents. The quotation should be uploaded on the site before due date / time.

Part-I of the bid shall contain complete details of the product offered, PQR qualification, EMD, MII certificate, FCA, Integrity Pact, acceptance to the specification and all techno commercial terms & conditions. Vendor can specify for separate Minimum quantity to be supplied against each PO and for each grade of insulated solid copper conductor, the acceptance to vendor quoted Minimum quantity to be supplied against each PO and for each grade of insulated solid copper conductor shall be as per BHEL's discretion.

Part – II comprises BOQ/Price bid (only fabrication rates, GST extra).

6. Bid opening – Techno commercial bid (Part-I) of the offers shall be opened on the due date of tender opening on e-procurement portal. Clarifications if required on this part may be obtained from the bidders for their evaluation. The Price bid Part-II of such bidders alone shall be opened on a later date on e-procurement portal whose PQR qualification and techno-commercial bids are found acceptable. The date of 'Price bid- Part- II' shall be intimated to technically qualified bidders later.

Pre-qualification Criteria (mandatory for further consideration of offers)

Please note that offers of only those bidders who meet pre-qualification criteria (PQR/Insulated solid copper conductor) shall be considered. Bidders to submit all supporting documents in compliance with each requirement.

7. Bid evaluation: - The bids shall be evaluated on item wise total delivered cost to BHEL considering all duties/taxes/Cess/GST etc as could be applicable.

NOTE: In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

Bharat Heavy Electricals Limited

Heavy Electrical Equipment Plant, Ranipur, Hardwar - 249 403 (Uttarakhand) Tel.: (01334) 284080.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

हैवी इलेक्ट्रिकल्स इक्विपमेंट प्लांट, रानीपुर हरिद्वार २४९४०३ (उत्तराखंड) दूरभाष (०१३३४) २८४०८०

8. REVERSE AUCTION: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

9. Following PVC clause will be applicable for Mat. Code HW2814198017:

PVC for Price Comparison:

- Vendor to quote *only* Fabrication Price (which is including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.
- Vendor shall supply total PO quantity of material while they will be needing to quote their *only* **Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.**
- Evaluation shall be done on the basis of delivered cost (i.e. total cost to BHEL). **LME Copper Metal price and Exchange rate (TT selling rates of SBI) shall be taken of the part- 1 opening date of RC tender.** If the relevant day happens to be holiday, then the LME cash settlement rate & exchange rate as on the previous working day shall be taken.
- Final price will be evaluated as:** [95.55% of Copper (based on LME Copper cash settlement rate) + Fabrication price (which is including of Premium, Freight/Packing/Forwarding/all other charges)] + applicable GST will be considered for comparison purpose as rest is insulation weight.

PVC for Billing:

- Vendor to confirm that date of Metal booking shall be 45 days prior to PO scheduled delivery date. In case of holiday, previous working day shall be considered for Metal booking. Vendor to confirm exchange rate (SBI TT Selling rate) as applicable, as detailed below:
 - If delivery is within scheduled delivery than 45 days before PO scheduled delivery date.
 - If delivery is early as per PO condition than 45 days before actual delivery date.
 - If delivery is after PO scheduled delivery than 45 days before actual/scheduled delivery date whichever is lower.
 - In case of holiday, exchange rate of previous working day will be applicable.
- If scheduled delivery date is less than 45 days then date of Metal booking & exchange rate (SBI TT selling rate) taken shall be 10th day (in case of holiday, previous working day) from PO date.
- PVC shall be paid on Copper price only which is 95.55% of the total finished product.**
- Total invoice value (including GST) = [95.55% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges)] * PO quantity + applicable GST.**

Bharat Heavy Electricals Limited

Heavy Electrical Equipment Plant, Ranipur, Haridwar - 249 403 (Uttarakhand) Tel.: (01334) 284080.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

हैवी इलेक्ट्रिकल्स इक्विपमेंट प्लांट, रानीपुर हरिद्वार २४९४०३ (उत्तराखंड) दूरभाष (०१३३४) २८४०८०

10. Following PVC clause will be applicable for Mat. Code HW2814198378:

PVC for Price Comparison:

- h. Vendor to quote *only* Fabrication Price (which is including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.
- i. Vendor shall supply total PO quantity of material while they will be needing to quote their *only* **Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.**
- j. Evaluation shall be done on the basis of delivered cost (i.e. total cost to BHEL). **LME Copper Metal price and Exchange rate (TT selling rates of SBI) shall be taken of the part- 1 opening date of RC tender.** If the relevant day happens to be holiday, then the LME cash settlement rate & exchange rate as on the previous working day shall be taken.
- k. **Final price will be evaluated as:** [95.00% of Copper (based on LME Copper cash settlement rate) + Fabrication price (which is including of Premium, Freight/Packing/Forwarding/all other charges)] + applicable GST will be considered for comparison purpose as rest is insulation weight.

PVC for Billing:

- l. Vendor to confirm that date of Metal booking shall be 45 days prior to PO scheduled delivery date. In case of holiday, previous working day shall be considered for Metal booking. Vendor to confirm exchange rate (SBI TT Selling rate) as applicable, as detailed below:
 - If delivery is within scheduled delivery than 45 days before PO scheduled delivery date.
 - If delivery is early as per PO condition than 45 days before actual delivery date.
 - If delivery is after PO scheduled delivery than 45 days before actual/scheduled delivery date whichever is lower.
 - In case of holiday, exchange rate of previous working day will be applicable.
- m. If scheduled delivery date is less than 45 days then date of Metal booking & exchange rate (SBI TT selling rate) taken shall be 10th day (in case of holiday, previous working day) from PO date.
- n. **PVC shall be paid on Copper price only which is 95.00% of the total finished product.**
 - **Total invoice value (including GST) = [95.00% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges)] * PO quantity + applicable GST.**

Bharat Heavy Electricals Limited

Heavy Electrical Equipment Plant, Ranipur, Hardwar - 249 403 (Uttarakhand) Tel.: (01334) 284080.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

हैवी इलेक्ट्रिकल्स इक्विपमेंट प्लांट, रानीपुर हरिद्वार २४९४०३ (उत्तराखंड) दूरभाष (०१३३४) २८४०८०

11. Following PVC clause will be applicable for Mat. Code TGEW28100077:

PVC for Price Comparison:

- o. Vendor to quote *only* Fabrication Price (which is including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.
- p. Vendor shall supply total PO quantity of material while they will be needing to quote their *only* **Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.**
- q. Evaluation shall be done on the basis of delivered cost (i.e. total cost to BHEL). **LME Copper Metal price and Exchange rate (TT selling rates of SBI) shall be taken of the part- 1 opening date of RC tender.** If the relevant day happens to be holiday, then the LME cash settlement rate & exchange rate as on the previous working day shall be taken.
- r. **Final price will be evaluated as:** [94.00% of Copper (based on LME Copper cash settlement rate) + Fabrication price (which is including of Premium, Freight/Packing/Forwarding/all other charges)] + applicable GST will be considered for comparison purpose as rest is insulation weight.

PVC for Billing:

- s. Vendor to confirm that date of Metal booking shall be 45 days prior to PO scheduled delivery date. In case of holiday, previous working day shall be considered for Metal booking. Vendor to confirm exchange rate (SBI TT Selling rate) as applicable, as detailed below:
 - If delivery is within scheduled delivery than 45 days before PO scheduled delivery date.
 - If delivery is early as per PO condition than 45 days before actual delivery date.
 - If delivery is after PO scheduled delivery than 45 days before actual/scheduled delivery date whichever is lower.
 - In case of holiday, exchange rate of previous working day will be applicable.
- t. If scheduled delivery date is less than 45 days then date of Metal booking & exchange rate (SBI TT selling rate) taken shall be 10th day (in case of holiday, previous working day) from PO date.
- u. **PVC shall be paid on Copper price only which is 94.00% of the total finished product.**
- **Total invoice value (including GST) = [94.00% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges)] * PO quantity + applicable GST.**

Bharat Heavy Electricals Limited

Heavy Electrical Equipment Plant, Ranipur, Haridwar - 249 403 (Uttarakhand) Tel.: (01334) 284080.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

हैवी इलेक्ट्रिकल्स इक्विपमेंट प्लांट, रानीपुर हरिद्वार २४९४०३ (उत्तराखंड) दूरभाष (०१३३४) २८४०८०

12. Quoted Fabrication Rate: Quoted Fabrication rate (including premium, tooling, copper packing - forwarding and other charges, if any, etc.) as quoted in price bid (on e-procurement portal) shall be firm during the validity of 24 months after its finalization of Rate Contract.

13. Delivery Period: - Vendor to quote delivery in weeks, quoted delivery period shall be used to place regularizing PO. The material is required at BHEL Haridwar and Bidders shall commit suitable delivery period on FOR destination basis. Delivery period in the purchase order shall be as per accepted delivery period quoted by the vendor or required delivery period by BHEL, whichever is later. Bidders may note that delivery beyond committed schedule will attract penalty for delayed performance.

14. Terms of delivery: - FOR Destination for BHEL, Haridwar.

15. Transit Insurance: - By BHEL.

16. RC Quantity Tolerance: - +/-20%

Against individual P.O. items: Quantity tolerance shall be mentioned in PO; However, requirements such as the specified weight/length/No. of pieces and other dimensions shall be strictly adhered to. Any discrepancy wrt quantity mentioned in the PO must be brought to notice of BHEL before copper booking date as per PO. Quantity supplied above the permissible limit may not be liable for payment to the vendor(s).

17. Taxes & Duties: - Applicable 'GST' shall be extra.

18. Payments Term: - 100% payment after receipt and acceptance of material as per BHEL GISTC.

19. Validity of Framework agreement: - 24 months from the date of finalization of framework agreement (FA) by BHEL for ordering with additional time of three months for supplies. Further BHEL will have an option to short close the framework agreement within the validity of the FA/RC, if required by BHEL.

20. Validity of Offer: - Offer should be valid for a period of 90 days from the date of technical bid (part I) opening date for finalization of the contract.

21. Levy of Penalty for delayed performance: - Penalty @ 0.5% per week or part there of subject to maximum of 10% of the undelivered portion shall be applicable for delayed performance. Failure on the part of the bidder to accept this clause will attract the loading of maximum 10% on the quoted price for the purpose of evaluation. Date of receipt of material at BHEL works i.e. Clearance Note date will be considered for levy of penalty. LD recovery, the applicable GST shall also be recoverable from vendors.

22. Compliance to MAKE IN INDIA circular issued by GOI: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

Bharat Heavy Electricals Limited

Heavy Electrical Equipment Plant, Ranipur, Hardwar - 249 403 (Uttarakhand) Tel.: (01334) 284080.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

हैवी इलेक्ट्रिकल्स इक्विपमेंट प्लांट, रानीपुर हरिद्वार २४९४०३ (उत्तराखंड) दूरभाष (०१३३४) २८४०८०

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services. For further details, please refer latest version of GISTC.

SUPPLIER SHALL BE REQUIRED TO INDICATE PERCENTAGE OF LOCAL CONTENT AND PROVIDE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE LOCAL CONTENT REQUIREMENT FOR 'CLASS-I LOCAL SUPPLIER'/'CLASS-II LOCAL SUPPLIER' AS THE CASE MAY BE, THE LOCATION (S) AT WHICH THE LOCAL VALUE ADDITION IS MADE SHALL ALSO BE PROVIDED.

FALSE DECLARATIONS WILL BE IN BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1)(i)(h) OF THE GENERAL FINANCIAL RULES FOR WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151 (iii) OF THE GENERAL FINANCIAL RULES ALONGWITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

23. E- INVOICING UNDER GST IS IMPLEMENTED W.E.F. 01.10.2022 FOR ALL THE TAXABLE PERSONS HAVING TURNOVER MORE THAN Rs. 10 CR. IT HAS BEEN SPECIFIED BY THE GOVT. THAT IT IS MANDATORY TO MENTION A VALID UNIQUE INVOICE REFERENCE NO. (IRN) AND QR CODE AS GENERATED FROM GOVT. PORTAL ON A TAX INVOICE. BASED ON SUCH INFORMATION, GST ITC AS CLAIMED BY BHEL IN GST RETURNS SHALL BE MATCHED WITH THE CORRESPONDING DETAILS UPLOADED BY SUPPLIER IN E-INVOICING SYSTEM. IN CASE THE VENDOR / CONTRACTOR DELAYS OR FAILS TO PROVIDE ALL DOCUMENTS AS PER THE PURCHASE ORDER / WORK ORDER AT THE TIME OF SUBMITTING TAX INVOICE TO BHEL, ANY SUBSEQUENT FINANCIAL LOSS TO BHEL ON ACCOUNT OF VENDOR/CONTRACTOR SHALL BE TO VENDOR'S / CONTRACTOR'S ACCOUNT. BHEL HAS FURTHER RIGHT TO TAKE NECESSARY STEPS TO PROTECT ITS INTEREST AT THE TIME OF RELEASE OF PAYMENT. THIS FURTHER REQUIRES INCLUSION OF IRN AND QR CODE ON TAX INVOICE AS ANNOUNCED BY GOVT. OF INDIA W.E.F. 01.04.2021.

24. RESPECTIVE DRAWINGS & SPECIFICATIONS OF ENQUIRED ITEMS WILL BE MADE AVAILABLE TO UNREGISTRED VENDORS ONLY AGAINST ATTACHED COPY OF 'FCA'.
DEVIATION WITH REFERENCE TO SPECIFICATION/DRAWING, IF ANY, SHOULD BE CLEARLY INDICATED ON A SEPARATE SHEET.
REVISION OF RATES IS NOT ACCEPTABLE UNLESS ASKED BY BHEL DUE TO MAJOR HANGE IN DRAWING / SPECIFICATION / RC TENDER QUANTITY.
THE RC TENDER QUANTITY IS SUBJECT TO INCREASE/DECREASE.

25. SPECIAL TERM & CONDITIONS

Risk Purchase: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

Bharat Heavy Electricals Limited

Heavy Electrical Equipment Plant, Ranipur, Haridwar - 249 403 (Uttarakhand) Tel.: (01334) 284080.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

हैवी इलेक्ट्रिकल्स इक्विपमेंट प्लांट, रानीपुर हरिद्वार २४९४०३ (उत्तराखंड) दूरभाष (०१३३४) २८४०८०

Action against Bidders / vendor / supplier / contractor in case of default: In order to protect the commercial interests of BHEL, BHEL shall act against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-businessdealings-supplierscontractors>".

26. "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests.

The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one

or more parties in this bidding process, if:

- a)** they have controlling partner (s) in common; **or**
- b)** they receive **or** have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c)** they have the same legal representative/agent for purposes of this bid; **or**
- d)** they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e)** Bidder participates in more than one bid in this bidding process.

Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

Bharat Heavy Electricals Limited

Heavy Electrical Equipment Plant, Ranipur, Haridwar - 249 403 (Uttarakhand) Tel.: (01334) 284080.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

हैवी इलेक्ट्रिकल्स इक्विपमेंट प्लांट, रानीपुर हरिद्वार २४९४०३ (उत्तराखंड) दूरभाष (०१३३४) २८४०८०

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

27. EMD:

EMD amount of INR 2,00,000/- is required to be submitted along with offer by any vendor not registered in HEEP BHEL HARIDWAR for enquiry item. Offer without EMD will not be accepted except for "MSE vendor and BHEL approved vendor for the enquiry items".

28. In addition to above Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC Terms & Conditions. BHEL GISTC IS APPLICABLE IN THIS CASE. IN CASE OF ANY DEVIATION FROM GISTC & SPECIAL T&C, PLEASE CLEARLY MENTION IN YOUR OFFER. BHEL RESERVE THE RIGHT NON-CONSIDER OF OFFER IN CASE OF DEVIATION FROM GISTC.

PLEASE SUBMIT YOUR IN-TIME OFFER / BID (PART-1 & PART- 2) AT NIC PORTAL <https://eprocurebhel.co.in/nicgep/app>

For and on behalf of BHEL, Haridwar

**(SK SINGH)
Dy. Manager (PPX- EM)**

PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR
Double Glass Covered Varnish Bonded
Rectangular solid Copper Conductors (Temperature Index 155°C)

Introduction: Double Glass covered varnish bonded rectangular copper conductors (temp. index 155°C) are being used in manufacturing of stator winding bars of Large size Turbogenerators upto 700MW. Stator winding bars of large size Turbogenerators have to carry heavy currents at high voltage levels continuously during operation. In order to carry heavy currents, the stator winding bars of such Turbogenerators are manufactured using annealed copper of ETP grade (to EN 13601/IS 191) with high electrical conductivity & material properties. These copper conductors are self-insulated and the quality of self-insulation must be as per BHEL Spec. HW28198. These insulated copper conductors should be capable of withstanding the voltage stresses successfully during manufacturing & operation of Stator winding bars of Generators. Hence, insulated copper conductors with good mechanical, electrical and insulation properties are being used for manufacturing of stator winding bars and successful continuous operation of Turbogenerators.

1. EXPERIENCE:

The vendor should have the experience of manufacturing and supplying double glass covered varnish bonded rectangular solid copper conductor manufactured from ETP grade copper in accordance with EN13601/IS191 of min. cross sectional area of 8 mm² for Generator of ≥ 100 MW application. In support of which vendor to submit the following documents: -

- 1.1. Unpriced copy of one no. successfully executed P.O. with minimum quantity of 1000 Kgs. during the last ten years from the date issuance of the enquiry for above insulated rectangular solid copper conductor.
- 1.2. Copy of test certificates for the above insulated rectangular solid copper conductor corresponding to purchase order provided against clause no. 1.1.
- 1.3. Documentary evidence of the acceptance of material for purchase order, provided against clause no. 1.1.

2. MANUFACTURING FACILITIES:

- (a) The vendor should have in-house manufacturing facilities for manufacturing of above double glass covered varnish bonded rectangular solid copper conductor (temp. index 155°C). Vendor to furnish details of the manufacturing facilities available at their works along with photographs.
- (b) If the vendor plans to outsource any manufacturing activity, particulars of the same along with details of the sub-vendor to be furnished to BHEL for review.

[Signature]
08/10/22

Ajay
8/10/22

Ajay
08/10/22

3. TESTING FACILITIES:

3.1. The vendor should have facilities for carrying out the following tests and provide details of test equipment available at their works.

- a) Dimensional measurement.
- b) Chemical Composition test of copper conductor.
- c) Mechanical & Physical properties of copper conductor.
- d) Electrical conductivity/resistivity of copper conductor.
- e) Alkaline content & pH value of fiber glass yarn.
- f) Determination of glass/bonding agent content of fiber glass yarn.
- g) Abrasion test of insulated copper conductor
- h) Bend test/ Flexibility test of insulated copper conductor.
- i) Adherence test of insulated copper conductor.
- j) Cure Test of insulated copper conductor.
- k) Breakdown voltage test at room temperature and at elevated temperature of insulated copper conductor.

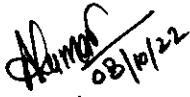
3.2. In case, vendor conducts any test at an external testing agency, the out sourced testing facility should be NABL accredited or Govt. approved lab & vendor to furnish details of the same.

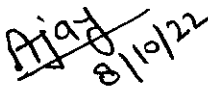
4. The vendor has to procure the raw material only from the suppliers as mentioned in the Annexure-1 and shall furnish details of the same to BHEL along with Mill & raw material test certificates. Vendor to confirm the same.

5. Vendor to confirm the detailed technical requirements given in the enquired BHEL specification HW28198, Rev. 03.

NOTE:

1. BHEL reserves the right to verify information submitted by vendor.


Aditya Kumar
Manager / EME


Ajay Kumar Gupta
DGM / EME


Anup Kumar Goyal
SDGM / EME

ANNEXURE-1


RAW MATERIAL SOURCES
FOR
INSULATED SOLID RECTANGULAR COPPER CONDUCTOR

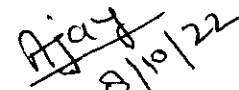
Mat. Spec: HW28198

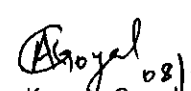
1) The raw materials have to be procured only from the following BHEL approved sources: -

Raw materials	Suppliers	Grade
Copper	1) M/s Sterlite Industries	ETP to EN13601 / IS 191
	2) M/s Hindustan Copper Limited	
	3) M/s Hindalco Industries	
	4) M/s Birla	
Fiber Glass Yarn 'E'	1) M/s Saint Gobain	900-1/0 or 450-1/0
	2) M/s Advance Glass Fibre Yarns LLC (AGY), USA	
	3) M/s Owens Corning	
	4) M/s Unitika Japan	
Varnish	1) M/s Elantas Dr. Beck India	Elmo glass V132-48A & Thinner 218
	2) M/s Altana Germany	

2) Raw material certificates of above items bearing the name of original raw material suppliers has to be submitted to BHEL along with supply.


Aditya Kumar
Manager / EME


Ajay Kumar Gupta
Sr. Manager / EME


Anup Kumar Goyal
SDGM / EME

PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR
Polyesterimide Enamelled Double Glass Lapped Polyesterimide Varnish
Bonded Round Copper Conductors (Temperature Index 180°C), Mat. code : TGEW28100077

Introduction: Polyesterimide Enamelled Double Glass Lapped Polyesterimide Varnish Bonded Round Copper Conductors (temp. index 180°C), as per BHEL Spec. TG60078 are being used in manufacturing of Stator Winding of PMG (Permanent Magnet Generator) used with Large size Turbogenerators i.e. upto 800 MW.

1. EXPERIENCE:

- 1.1. The vendor should have manufactured and supplied at least 50kg of Polyesterimide Enamelled Double Glass Lapped Polyesterimide Varnish Bonded Round Copper Conductors manufactured from ETP grade high conductivity annealed copper to IS191 / EN13601, for the last 7 years from date of enquiry.
- 1.2. Vendor to furnish copies of minimum two purchase orders during last 7 years from date of enquiry and corresponding test certificates for the above Copper Conductor.
- 1.3. Vendor to give annual production output in Kgs for the last 3 financial years for this Copper Conductors in following BHEL format:-

Sl. No.	Quantity (Kgs)	Size	Name & address of customer	Date of supply

- 2. MANUFACTURING FACILITIES:** The vendor should have in-house manufacturing facilities for manufacturing of the case item. Vendor to furnish details of these manufacturing facilities available at their works along with photographs.

3. TESTING FACILITIES:

The vendor should have facilities for carrying out the following tests as per BHEL specification TG60078 and provide details of test equipment available at their works. Vendor shall furnish test wise facility details:

- a) Dimensional measurement.
- b) Chemical Composition test of copper conductor.
- c) Mechanical & Physical properties Test of copper conductor.
- d) Electrical conductivity/ resistivity test of copper conductor.
- e) Tests performed on enamel covering:
 - Adherence and flexibility test (when wound & when twisted).
 - Heat shock test.
 - Cut through test.
 - Resistance to abrasion.
 - Solvent test.
- f) Tests performed on Glass covering (glass fiber yarn):

Date: 29-01-2022

- Alkali content.
 - pH value of Aqueous extract.
 - Application of glass covering.
 - g) Dielectric strength (at room temp. & elevated temp.).
 - h) Flexibility test (as received & after heat ageing).
 - i) Cure test.
4. The vendor has to procure the raw material only from the suppliers as mentioned in Annexure-1 and shall furnish details of the same to BHEL along with Mill & raw material test certificates.
 5. If the vendor plans to outsource any activity/testing, particulars of the same along with details of the sub-vendor/reputed accredited laboratory for testing to be furnished to BHEL.
 6. Vendor to provide clause-by-clause confirmation of BHEL spec. TG60078, else the offer shall not be considered.

NOTE:

1. BHEL reserves the right to verify the information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.
2. All correspondence shall be in English Language.
3. If any document provided by vendor is in any language other than English, it must be supported with its English translation.

29-01-2022

29-01-2022

Reera 29.01.22
Reera Maurya
(DM/EMR)

मानव गायब
गन्धक (हैम २)

ANNEXURE-1

Raw material sources For
polyesterimide enamelled double glass lapped polyesterimide varnish
bonded round copper conductor

Mat. Code: TGEW28100077

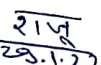
Mat. Spec: TG60078

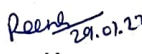
1) The raw materials has to be procured only from the following BHEL approved sources:-

Raw materials	Suppliers	Grade
Copper	1) M/s Sterlite Industries	ETP to IS:191 / EN 13601
	2) M/s Hindustan Copper Limited	
	3) M/s Hindalco Industries	
Fiber Glass Yarn (E Grade)	1) M/s Saint Gobain	900-1/0 or 450- 1/0
	2) M/s Advance Glass Fiber Yarns LLC (AGY), USA	
	3) M/s Owens Corning	
	4) M/s Unitika Japan	
Varnish	1) M/s Elantas Dr.Beck India	Elmo glass H69A
	2) M/s Altana Germany	
Enamel	1) M/s Altana, Germany	MT 533-36 PA
	2) M/s Elantas Dr.Beck India	

2) Raw material certificates of above items bearing the name of original raw material suppliers have to be submitted to BHEL along with supply.


 S.S. Meena
 (DGM /EME)


 Raju Yadav
 (Mgr./ EME)


 Reena Maurya
 (Dy. Mgr./EME)

MANUFACTURER'S NAME & ADDRESS			STANDARD QUALITY PLAN						TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	Double Glass Covered, Varnish Bonded Rectangular Copper Conductors (Temperature Index 155 °C)			QP NO.	QA/BE/QP/083						
		REV. NO.:				08							
		DRG. NO.	--										
SPEC NO.:	HW 28198 Rev. 03 (Based on GEN 754.01-1 and GEN 754.01-2)												
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N	
1	2	3	4	5	6	7	8	9	D	10			11

1.0	Raw Materials Inspection:												
1.1	Copper Conductor Material	Chemical Composition of Copper including O2 Content	Major	Analysis	HW 28198	HW 28198	HW 28198/ IS: 191 -2007 / ETP Grade	Test Certificate	√	P	V	-	1. Copper CC ROD Procured from M/s Hindalco Industries, M/s Sterlite Industries & M/s Hindustan Copper. 2. Correlated Manufacturer's Test Certificates (MTCs) to be Maintained for Verification
		Oxygen Content	Major	Analysis	HW 28198	HW 28198	HW 28198	Test Certificate	√	P	V	-	
1.2	Fibre Glass yarn - Grade "E"	Alkali Content	Major	Analysis	HW 28198	HW 28198	HW 28198	Test Certificate	√	P	V	-	Fibre Glass Yarn from M/s Saint Gobain and M/s Advance Glass Fibre Yarns LLC (AGY), USA & M/s Unitika, Japan 2. Correlated MTCs to be Maintained for Verification
		pH Value	Major	Analysis	HW 28198	HW 28198 / IS 5596 (Equivalent Siemens or International Std no.: BS 2689)	HW 28198	Test Certificate	√	P	V	-	
1.3	Bonding Agent – Epoxy Resin	Viscosity	Major	Physical	HW 28198	HW 28198	HW 28198	Test Certificate	√	P	V	-	1. M/s Elantas (Dr. Beck) Elmoglass V 132 – 48 A. 2. Correlated MTCs to be Maintained for Verification.
		Limit Temperature ≥ 155 °C	Major	Thermal	HW 28198	HW 28198 / VDE 304-21	HW 28198	MTC/ Data sheet	√	P	V	-	
2.0	In Process Inspection:												

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' (√) SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR				APPROVED BY

MANUFACTURER'S NAME & ADDRESS			STANDARD QUALITY PLAN						TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	Double Glass Covered, Varnish Bonded Rectangular Copper Conductors (Temperature Index 155 °C)			QP NO.	QA/BE/QP/083						
		REV. NO.:				08							
		DRG. NO.	--										
		SPEC NO.:	HW 28198 Rev. 03 (Based on GEN 754.01-1 and GEN 754.01-2)										
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N	
1	2	3	4	5	6	7	8	9	D	10			11

2.1	Wire Drawing	Dimension & Surface Check	Major	Measurement / Visual	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	No joint is Permitted in Bare Conductors.
2.2	Strip Rolling	Dimensions, Corner Radius including Profile	Major	Measurement / Visual	HW 28198	HW 28198	HW 28198	Internal Record	-	P	V	-	
2.3	Annealing of Strip	Surface Check & Dimensions	Major	Visual / Measurement	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	
2.3.1		Tensile Strength & Elongation	Major	Mechanical	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	
2.3.2		Proof Test	Major	Measurement	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	
2.3.3		Hardness	Major	Measurement	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	
2.3.4		Resistance	Major	Measurement	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	
2.4	Epoxy Resin & Application of Glass Covering												
2.4.1		Repair to Insulation	Major	Physical	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	Repair Records to be Maintained for Verification.
2.4.2		Quality of Insulation	Major	Visual	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	
2.4.3		Increase in Dimensions due to Covering	Major	Measurement	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	In Process Records to be Maintained for Verification.
2.4.4		Determination of Glass / Bonding agent Content	Major	Chemical	HW 28198	HW 28198	HW 28198	Test Report	-	P	V	-	
2.4.5		Abrasion Test	Major	Physical	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' (✓) SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

MANUFACTURER'S NAME & ADDRESS			STANDARD QUALITY PLAN						TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	Double Glass Covered, Varnish Bonded Rectangular Copper Conductors (Temperature Index 155 °C)			QP NO.	QA/BE/QP/083						
		REV. NO.:				08							
		DRG. NO.	--										
		SPEC NO.:	HW 28198 Rev. 03 (Based on GEN 754.01-1 and GEN 754.01-2)										
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N	
1	2	3	4	5	6	7	8	9	D	10			11

2.4.6		Flexibility / Bend Test	Major	Physical	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	
2.4.7		Adherence Test	Major	Physical	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	
2.4.8		Cure Test	Major	Physical	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	In Process Records to be Maintained for Verification
3.0	Final Inspection:												
3.1		Dimensions including Bare & Increase Dimensions due to Covering.	Major	Measurement	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
3.2		Profile including Corner Radius	Major	Measurement	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
3.3		Quality of Insulation, Surface Finish of Insulation (Including Colour)	Major	Visual	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
3.4		Tensile Strength & Elongation	Major	Mechanical	HW 28198	HW 28198 / IS 1608 (Equivalent Siemens or International Std no.: ISO 6892)	HW 28198	Test Report	√	P	W	-	
3.5		Hardness	Major	Measurement	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
3.6		Resistance	Major	Physical	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
3.7		Repairs of Insulation	Major	Physical	HW 28198	HW 28198	HW 28198	COC	√	P	V	-	

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' (✓) SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

MANUFACTURER'S NAME & ADDRESS			STANDARD QUALITY PLAN						TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	Double Glass Covered, Varnish Bonded Rectangular Copper Conductors (Temperature Index 155 °C)			QP NO.	QA/BE/QP/083						
		REV. NO.:				08							
		DRG. NO.	--										
SPEC NO.:	HW 28198 Rev. 03 (Based on GEN 754.01-1 and GEN 754.01-2)												
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N	
1	2	3	4	5	6	7	8	9	D	10			11

3.8		Abrasion Test	Major	Physical	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
3.9		Flexibility / Bend Test	Major	Physical	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
3.10		Adherence Test	Major	Physical	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
3.11		Cure Test	Major	Physical	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
3.12	Properties of Insulation	Breakdown Voltage Test without Heat Processing	Major	Electrical	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
		Breakdown Voltage Test after Pressing for 30 Minutes with Pressure 2 N / mm ² at Temp 160 °C.	Major	Electrical	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
		Glass & Bonding agent Content	Major	Chemical	HW 28198	HW 28198	HW 28198	Test Report	√	P	W	-	
		Density (for Reference)	Major	Electrical	HW 28198	HW 28198	HW 28198	MTC / Data Sheet	√	V	V	-	
4.0	Identification, Marking & Packing:												
4.1		Identification	Major	Physical	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	
4.2		Marking & Packing	Major	Physical	HW 28198	HW 28198	HW 28198	Internal Records	-	P	V	-	

Note:

1. Calibrated instruments will be used for measurements & testing.
2. Vendor shall carry out chemical analysis of copper for copper purity & oxygen content, Alkali & pH value test on glass fibre at Govt. approved third party Laboratories.

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' (✓) SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

MANUFACTURER'S NAME & ADDRESS			STANDARD QUALITY PLAN						TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	Double Glass Covered, Varnish Bonded Rectangular Copper Conductors (Temperature Index 155 °C)			QP NO.	QA/BE/QP/083						
		REV. NO.:				08							
		DRG. NO.	--										
SPEC NO.:	HW 28198 Rev. 03 (Based on GEN 754.01-1 and GEN 754.01-2)												
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N	
1	2	3	4	5	6	7	8	9	D	10			11

3. Profile of the copper projection will be checked on the profile projector.
4. Repair of glass covering locally by hand, maximum two number repairs per reel shall be permitted, provided that the length of each repair does not exceed 100 mm. The local repairs are to be subsequently varnished and then clearly identified with colour tape for inspection / verification. No of such repairs / joints shall be indicated on the bobbin also.
5. Material will be supplied in strong wooden bobbins having net weight including conductor as per HW 28198.

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' (✓) SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

Table of Contents

1. GENERAL	1
2. ORIGIN OF QUOTATION	1
3. SUBMISSION OF TENDER	1
4. TENDER OPENING	2
5. SPECIFICATION, DRAWINGS & STANDARD	2
6. PRICE SCHEDULE	3
7. REVERSE AUCTION	3
8. DELIVERY TERMS	3
9. PENALTY FOR LATE DELIVERY	4
10. PAYMENT TERMS	4
11. TAXES & DUTIES	5
12. BANK GUARANTEE	6
13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS	6
14. QUALITY REQUIREMENT	6
15. VALIDITY	6
16. RIGHT OF ACCEPTANCE	6
17. TRANSIT INSURANCE	7
18. RISK PURCHASE	7
19. FORCE MAJEURE CLAUSE	7
20. NON-DISCLOSURE AGREEMENT	8
21. SETTLEMENT OF DISPUTES / ARBITRATION	8
22. WHARFAGE / DEMURRAGE RESPONSIBILITY	8
23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS	8
24. INFORMATION TO THE BIDDERS	10
25. MAKE IN INDIA (GOVT-NOTIFICATION)	10
26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017	12

27. NOTE..... 12

1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

- The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

**THE HEAD OF MATERIALS MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

- TENDER ROOM is located at: Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) 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 cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- g) 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.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.

5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company or without permission of BHEL.

6. PRICE SCHEDULE.

- a) 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) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.

h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.

i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.

j) Currency of Evaluation shall be INR.

NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

f) DELIVERY IN CASE OF REJECTION: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

g) DELIVERY AGAINST BANK DOCUMENTS: In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.

h) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized / nominated bank.

10. PAYMENT TERMS.

a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.

g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the 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.

h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.

i) The loading criteria for the different payment terms shall be as under;

Payment Terms	Days of
---------------	---------

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.

**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**For Indian Bidders (Version June-2021, Rev: 06)**

	Loading
After Receipt & Acceptance of material within 75 days of supply.	No Loading
Against Delivery at BHEL-Stores Haridwar.	45
Against documents through bank (CAD):	45
Letter of Credit (LC)	120
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days' difference i.e. difference between 120 days and usance period if the usance period is < 75 days.
Advance	Delivery Period + 120 Days - Advance Payment Days.

j) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

11. TAXES & DUTIES.

- The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal,

ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

- l) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

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

12. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event

of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

- b) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG / refund of amount paid.

14. QUALITY REQUIREMENT.

Your bid / quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

15. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

permitted within the validity period asked for in the tender enquiry.

- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

18. RISK PURCHASE.

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 / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

19. FORCE MAJEURE CLAUSE.

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

- i) Change in law / government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) mitigate the effect of any Force Majeure Event and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, 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. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to make a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

21. SETTLEMENT OF DISPUTES / ARBITRATION.

In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage / demurrage for such delay shall be that of supplier.

23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS.

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.

9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
 - a) In case of proprietary MSE, proprietor shall be Woman.
 - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

24. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>
- d) Copy of this Tender Enquiry is being sent through the post.
- e) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.
- f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

25. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. The margin of purchase preference shall be 20%.
 - 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
 - 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
 - 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.
- C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. Requirement of Purchase Preference:



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -

- a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".
- b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference,

and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

- c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

- F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by 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.
- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-
 - a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –
 - b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

Note: L1 Price refers to lowest evaluated / landed cost to Company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

27. NOTE.

- Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
 - Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
 - In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
 - 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 <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
 - "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
- Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 - Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh).
- (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh).

4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923."

f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

Annexure-1

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

सतीश कुमार सिंह/Satish Kumar Singh

उप. प्रबन्धक/Dy. Manager

For & On behalf of the Principal

पी.पी.एक्स-ईएम/PPX-EM

बी.एच.ई.एल. (हीप) रानीपुर, हरिद्वार

BHEL (HEEP) RANIPUR, HARIDWAR

Place

Date 07.11.22

Witness:

(Name & Address)

KAPIL KUMAR
PURCHASEM
HEEP-BHEL HARIDWAR.

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

Witness:

(Name & Address)

Clause on IP in the tender

Integrity Pact (IP)

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

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

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

Note:

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

Details of contact person(s):

(1)
Name: SATISH KUMAR SINGH
Deptt: PURCHASE - EM
Address: BHEL - HARIDWAR
Phone: (Landline/ Mobile)
01334-285158
Email: SKUMAR@BHEL.IN
Fax:

(2)
Name: KAPIL KUMAR
Deptt: PURCHASE - EM
Address: BHEL - HARIDWAR
Phone: (Landline/ Mobile)
01334-285203
Email: KR.KAPIL@BHEL.IN
Fax:

Certificate

In line with Government Public Procurement (Preference to Make in India), Order 2017, P-45021/2/2017-PP (BE-II) dated 16.09.2020, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content _____ (in %) as defined in above order for the material against Enquiry No. _____

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

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

Seal and Signature of Supplier

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 Supplier.
 - 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 Contracts 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 rights 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 Improvement 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 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others 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 to the Company and if Technical Information has been returned in portions on different dates then, 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 Improvement 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 foregoing 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 8(e) hereinabove, the Company shall have a right to withhold, recover 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:

a) In case amicable settlement is not reached between the Parties, in respect of any dispute
or

difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) 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 or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region.

b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other 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 ----- **(Insert the name of the city/town of the concerned BHEL Unit/Division).**

d) 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 to by either party to the arbitration of one of the arbitrators 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.

e) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at -----**(insert the name of the place where the BHEL Unit/Division is located)**

SIGNATURE

WITNESSES

1.

Name

Address:

2.

Name:

Address:

REF. RC No. RC/PPXEM/HEEP/BHEL/TG067

S No	Tender Term and Condition	Confirmation from Vendor(s)
General Requirements		
1	Bidder to provide the documents as per Pre-qualification requirements (PQR) along with Part- 1 technical bid.	
2	Bidder who fails to qualify Pre-qualification requirement, their offer will not be considered for technical evaluation and Price bid opening (part -2 of this RC tender).	
3	Offers of bidder for this item will be considered for further processing for Part- 2 bid, which shall clear the PQR/Technical scrutiny & Quality requirements.	
4	OFFERED FABRICATION RATEs (INR/KG) ON THE NIC PORTAL (BOQ_PRICE BID) SHOULD BE INCLUSIVE OF PREMIUM, LOCAL LEVIES/TRANSPORTATION/LOADING- UNLOADING, PACKING & FORWARDING CHARGES, NABL Charges (if any) etc. UPTO 'FOR BHEL HEEP HARIDWAR'. GST EXTRA AT ACTUAL SHALL BE APPLICABLE.	
5	Bidder to inform % of GST (to be also mentioned in BOQ_PRICE BID)	
6	Vendor to accept the Quantity tolerance as +/-20% on RC tender quantity	
7	Bidder to quote delivery in weeks considering minimum 15 days for arranging inspection by BHEL at vendor works from date of Inspection call for inspection. Bidders are requested to quote the best delivery meeting the delivery requirements.	
8	TCs (as per respective specification) and Guarantee Certificate to be provided by seller(s) along with material supply.	
9	Bidder to provide their acceptance of BHEL GISTC REV. 06 Ver. June 2021 and Special T&C of enquiry.	
<u>QUALITY REQUIREMENTS</u>		
10	Test Certificates as per purchase specification must accompany each lot. Final inspection for acceptance shall be at BHEL, Haridwar. However, TPI inspection/Customer Inspection at supplier's works will be carried out wherever it is applicable as: 1) Non-approved/new vendor(s)approval from End customer/NTPC is required. 2) Inspection/Joint inspection by BHEL / BHEL nominated inspection agency Intertek & NTPC (for NTPC projects) as per BHEL & NTPC approved QP. vendor to endorse BHEL SQP 'QA/BE/QP/083 Rev. 08'. Quality plan to be followed for Insulated solid copper conductor against requirement of BHEL, Haridwar is attached as QP No. 'QA/BE/QP/083 Rev. 08' and should be submitted signed and stamped copy along with the quotation. In addition, BHEL approved QAP/End customer specific QAP wherever applicable shall be followed for individual work orders/PO.	

Sign and stamped by bidder.

Following PVC clause will be applicable for Mat. Code HW2814198017:

PVC for Price Comparison:

- a. Vendor to quote *only* Fabrication Price (which is including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.
- b. Vendor shall supply total PO quantity of material while they will be needing to quote their *only* **Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.**
- c. Evaluation shall be done on the basis of delivered cost (i.e. total cost to BHEL). **LME Copper Metal price and Exchange rate (TT selling rates of SBI) shall be taken of the part- 1 opening date of RC tender.** If the relevant day happens to be holiday, then the LME cash settlement rate & exchange rate as on the previous working day shall be taken.
- d. **Final price will be evaluated as:** [95.55% of Copper (based on LME Copper cash settlement rate) + Fabrication price (which is including of Premium, Freight/Packing/Forwarding/all other charges)] + applicable GST will be considered for comparison purpose as rest is insulation weight.

PVC for Billing:

- e. Vendor to confirm that date of Metal booking shall be 45 days prior to PO scheduled delivery date. In case of holiday, previous working day shall be considered for Metal booking. Vendor to confirm exchange rate (SBI TT Selling rate) as applicable, as detailed below:
 - If delivery is within scheduled delivery than 45 days before PO scheduled delivery date.
 - If delivery is early as per PO condition than 45 days before actual delivery date.
 - If delivery is after PO scheduled delivery than 45 days before actual/scheduled delivery date whichever is lower.In case of holiday, exchange rate of previous working day will be applicable.
- f. If scheduled delivery date is less than 45 days then date of Metal booking & exchange rate (SBI TT selling rate) taken shall be 10th day (in case of holiday, previous working day) from PO date.
- g. **PVC shall be paid on Copper price only which is 95.55% of the total finished product.**
 - **Total invoice value (including GST) = [95.55% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges)] * PO quantity + applicable GST.**

PVC for Price Comparison:

- h. Vendor to quote *only* Fabrication Price (which is including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.
- i. Vendor shall supply total PO quantity of material while they will be needing to quote their ***only Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.***
- j. Evaluation shall be done on the basis of delivered cost (i.e. total cost to BHEL). **LME Copper Metal price and Exchange rate (TT selling rates of SBI) shall be taken of the part- 1 opening date of RC tender.** If the relevant day happens to be holiday, then the LME cash settlement rate & exchange rate as on the previous working day shall be taken.
- k. **Final price will be evaluated as:** [95.00% of Copper (based on LME Copper cash settlement rate) + Fabrication price (which is including of Premium, Freight/Packing/Forwarding/all other charges)] + applicable GST will be considered for comparison purpose as rest is insulation weight.

PVC for Billing:

- l. Vendor to confirm that date of Metal booking shall be 45 days prior to PO scheduled delivery date. In case of holiday, previous working day shall be considered for Metal booking. Vendor to confirm exchange rate (SBI TT Selling rate) as applicable, as detailed below:
 - If delivery is within scheduled delivery than 45 days before PO scheduled delivery date.
 - If delivery is early as per PO condition than 45 days before actual delivery date.
 - If delivery is after PO scheduled delivery than 45 days before actual/scheduled delivery date whichever is lower.In case of holiday, exchange rate of previous working day will be applicable.
- m. If scheduled delivery date is less than 45 days then date of Metal booking & exchange rate (SBI TT selling rate) taken shall be 10th day (in case of holiday, previous working day) from PO date.
- n. **PVC shall be paid on Copper price only which is 95.00% of the total finished product.**
 - **Total invoice value (including GST) = [95.00% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges)] * PO quantity + applicable GST.**

PVC for Price Comparison:

- o. Vendor to quote *only* Fabrication Price (which is including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.
- p. Vendor shall supply total PO quantity of material while they will be needing to quote their ***only Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges) + applicable GST.***
- q. Evaluation shall be done on the basis of delivered cost (i.e. total cost to BHEL). **LME Copper Metal price and Exchange rate (TT selling rates of SBI) shall be taken of the part- 1 opening date of RC tender.** If the relevant day happens to be holiday, then the LME cash settlement rate & exchange rate as on the previous working day shall be taken.
- r. **Final price will be evaluated as:** [94.00% of Copper (based on LME Copper cash settlement rate) + Fabrication price (which is including of Premium, Freight/Packing/Forwarding/all other charges)] + applicable GST will be considered for comparison purpose as rest is insulation weight.

PVC for Billing:

- s. Vendor to confirm that date of Metal booking shall be 45 days prior to PO scheduled delivery date. In case of holiday, previous working day shall be considered for Metal booking. Vendor to confirm exchange rate (SBI TT Selling rate) as applicable, as detailed below:
 - If delivery is within scheduled delivery than 45 days before PO scheduled delivery date.
 - If delivery is early as per PO condition than 45 days before actual delivery date.
 - If delivery is after PO scheduled delivery than 45 days before actual/scheduled delivery date whichever is lower.In case of holiday, exchange rate of previous working day will be applicable.
- t. If scheduled delivery date is less than 45 days then date of Metal booking & exchange rate (SBI TT selling rate) taken shall be 10th day (in case of holiday, previous working day) from PO date.
- u. **PVC shall be paid on Copper price only which is 94.00% of the total finished product.**
 - **Total invoice value (including GST) = [94.00% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (including of Premium, Freight/Packing/Forwarding/all other charges)] * PO quantity + applicable GST.**

REVERSE AUCTION: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

Quoted Fabrication Rate: Quoted Fabrication rate (including premium, tooling, copper packing - forwarding and other charges, if any, etc.) as quoted in price bid (on e-procurement portal) shall be firm during the validity of 24 months after its finalization of Rate Contract.

Validity of Framework agreement: - 24 months from the date of finalization of framework agreement (FA) by BHEL for ordering with additional time of three months for supplies. Further BHEL will have an option to short close the framework agreement within the validity of the FA/RC, if required by BHEL.

Validity of Offer: - Offer should be valid for a period of 90 days from the date of technical bid (part I) opening date for finalization of the contract.

The integrity pact (IP) is hereby attached with this RC tender, which is to be submitted (duly signed by authorized signatory on each page) along with Techno-commercial bid by those bidders who have entered into such an IP with BHEL.

SPECIAL TERM & CONDITIONS

• **Risk Purchase:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

• **Action against Bidders / vendor / supplier / contractor in case of default:** In order to protect the commercial interests of BHEL, BHEL shall act against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-businessdealings-supplierscontractors>".

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive **or** have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**

Sign and stamped by bidder.

REF. RC No. RC/PPXEM/HEEP/BHEL/TG067

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**

e) Bidder participates in more than one bid in this bidding process.

Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

Levy of Penalty for delayed performance: - Penalty @ 0.5% per week or part there of subject to maximum of 10% of the undelivered portion shall be applicable for delayed performance. Failure on the part of the bidder to accept this clause will attract the loading of maximum 10% on the quoted price for the purpose of evaluation. Date of receipt of material at BHEL works i.e. Clearance Note date will be considered for levy of penalty. LD recovery, the applicable GST shall also be recoverable from vendors.

EMD:

EMD amount of INR 2,00,000/- is required to be submitted along with offer by any vendor not registered in HEEP BHEL HARIDWAR for enquiry item. Offer without EMD will not be accepted except for "MSE vendor and BHEL approved vendor for the enquiry items".

Sign and stamped by bidder.