	<p align="center"> PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226462 TEL: +91 1334 28 4175 / 1670 </p>	<p> PACKAGE: OIL MODULE & IT'S MANDATORY SPARES PROJECT: 1X800MW YAMUNA NAGAR HPGCL </p>
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1. OVERVIEW OF OIL MODULE

Oil Module has the following functions:-

- To supply lubrication oil to steam turbine bearings.
- To filter lubrication oil

Oil Module consists of the following equipments whose technically binding parameters are informed to vendors in purchase specification:-

MAIN OIL TANK (MOT): This is a reservoir to store oil. Upon return from bearings, oil comes inside MOT where it is made to de-aerate itself by use of an internal baffle plate inside MOT. On the top of MOT are mounted many other equipments such as pumps, oil mist eliminator etc. During operation of pumps and oil mist eliminator, tank is subject to vibration loads. Tank is also subject to load of fluid. Complete design and fabrication of the Main Oil Tank is in scope of Oil Module supplier. Seismic requirements are also to be factored in while designing of tank. Size of Main Oil Tank is given in Clause No. 4. During normal operation, the tank is filled with Oil which is Turbine Oil ISO VG46. Further details of this Oil may be requested from BHEL by vendor. Tank is designed for re-circulation frequency of oil <8.4.

MAIN OIL PUMP (MOP): 2 X 100% vertical centrifugal Main Oil Pumps + their AC Motors are installed on top of MOT. These run 24x7 and are used to supply lube oil to bearings of Turbine-Generator set during normal operation. Make and model number is mentioned in purchase specification.

EMERGENCY OIL PUMP (EOP): One no. or two nos. vertical centrifugal Emergency Oil Pump + its DC motor is installed on top of MOT. It is used to supply lube oil to bearings during emergency operation. Make and model number is mentioned in purchase specification.

LIFTING OIL PUMP (JOP): 2 X 100% horizontal positive displacement (vane type) Lifting Oil Pump + their motors are installed on top of MOT. It is used to supply oil to bearings to lift Steam Turbine rotor train. Make and model number is mentioned in purchase specification. The circuit of Lifting Oil Pump is referred to as Lifting Oil Line. Rest all lines are named as lube oil lines.

LUBE OIL AND LIFTING OIL FILTER: 2 x 100% duplex type filters are installed in both the lube oil line and lifting oil line. Make and model number is mentioned in purchase specification.

OIL MIST ELIMINATOR (OME): 2 x 100% Oil Mist Eliminator (a.k.a Oil Vapor Exhauster) serves to suck oil+vapor mixture from the turbine bearing system as well as MOT. Make and model number is mentioned in purchase specification.

3-WAY TEMPERATURE CONTROL VALVE: This is a motorized valve and has two inlet ports (one each for hot and cold oil) and one outlet port. This is a mixing type of valve. Also opening and closing of hot and cold inlet ports is automated to achieve a constant outlet flow at a desired set temp.. Make and model number is mentioned in purchase specification.

INTERCONNECTING PIPING: The interconnecting piping can be broadly divided into following 5 system:-

- Lube Oil Supply System Piping
- Lifting Oil Piping
- Oil Return Piping
- Oil Vapor Exhaust Piping
- Drain Piping.

The design of Lifting Oil Piping is critical to Oil Module and is important.

For the purpose of this enquiry, the Oil Module mentioned in this document is meant and understood. Other Oil Modules are not meant and not understood.

Worked & Checked	HS DOGRA/SM-STE(TL)	<i>HS</i> 5/3/25
Approved	A JAIN/SDGM-STE(TL)	<i>AJ</i> 5/3/25
	Name	

A photograph of Oil Module is shown below for better understanding.

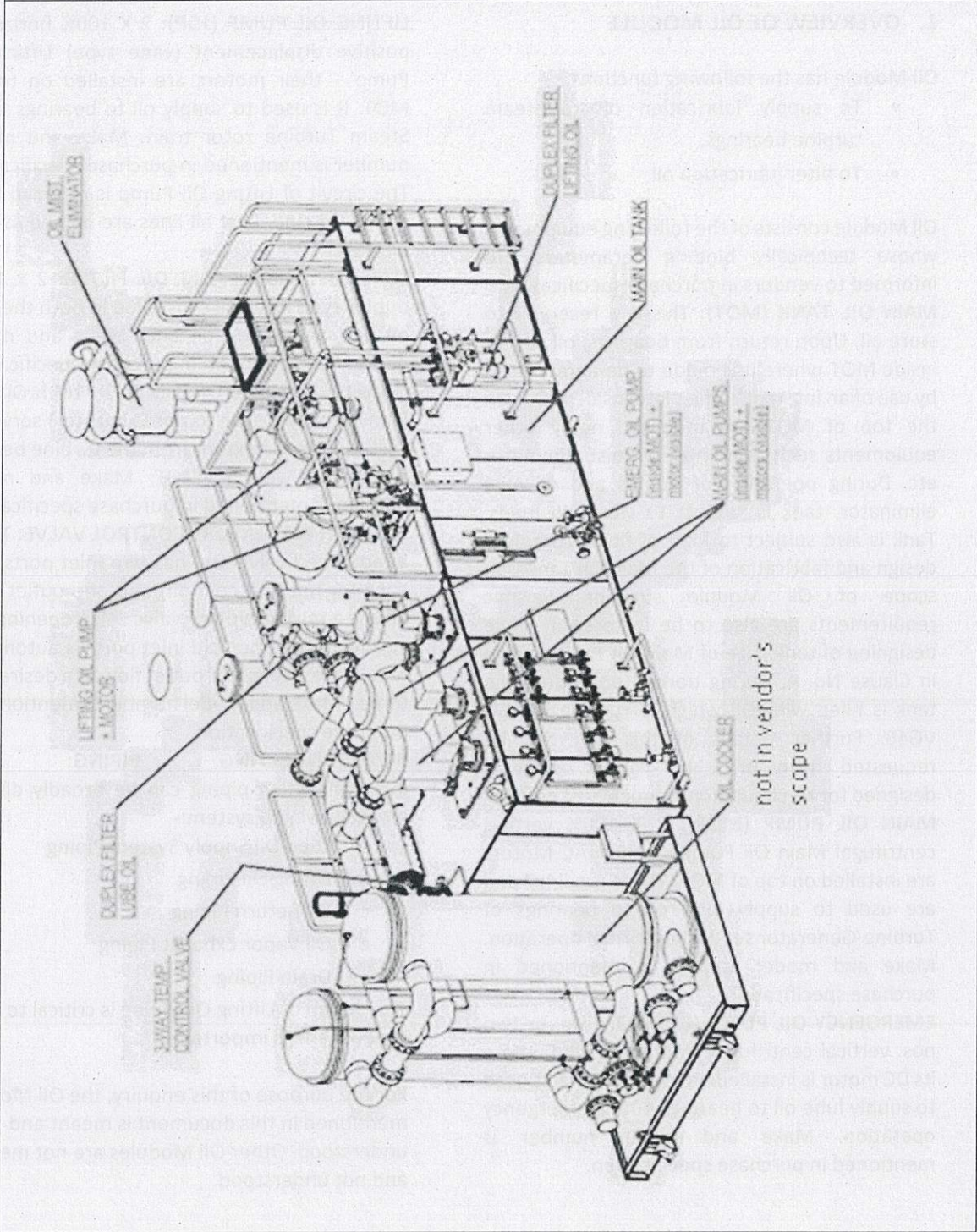


Figure-1: Photograph showing requirement of items in Oil Module. Oil Cooler is shown here, but it is not part of Oil Module.

Worked & Checked	HS DOGRA/SM-STE(TL) <i>heugh 5/2/25</i>
Approved	A JAIN/SDGM-STE(TL) <i>Jain 5/2/25</i>
	Name



OVERVIEW OF OIL MODULE

Doc. NO.: 4-11939-S5811

Rev 01

Date of Issue: 05.03.25

Table-1 below shows system requirement at the interfaces.

Description	Medium	Pressure		Temperature	
		Operating (bar)	Design (bar)	Operating (°C)	Design (°C)
Lube Oil Pipes	Oil	6	8	50	80
Lifting Oil Pipes	Oil	175	200*	70	80
Return Oil Pipes	Oil	De-pressurised	2.5	70	80
Oil Vapor Exhaust Pipes	Air and Oil Particles	slight vacuum	2.5	70	80
* A safety margin for piping wall thickness shall be used here, with design for 250bar to accommodate loads other than design parameters.					
TABLE-1: system requirement at the interfaces					

2. NOMENCLATURE OF OIL MODULE

Refer following table for Nomenclature of Oil Modules.

Module Size	Volume of Oil Inside tank during normal operation (m ³)	Volume of Tank (m ³)	Nominal Size of Tank	Lube Oil Flow rate (liter per sec)	Approx. dimensions of tank (L x b x h) in meters
M	19	28	19/28	>27.7...≤44.4	6.95 x 3 x 1.7
L1	24	38	24/38	>44.4...≤55.5	7.8 x 3 x 2
L2	32	45	32/45	>55.5...≤69.4	9.2 x 3 x 2
TABLE 2: Nomenclature of Oil Module					

Worked & Checked	HS DOGRA/SM-STE(TL)	<i>HS DOGRA</i> 5/3/25
Approved	A JAIN/SDGM-STE(TL)	<i>A JAIN</i> 5/3/25
	Name	
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3. DESIGN

i. Design of Oil Module and Main Oil Tank is in scope of Oil Module supplier. As the tank is an integral part of the module structure, which shall endure heavy loads during lifting and transportation, static calculation shall be performed for the entire structure. In all cases the bottom of the module shall be oil-tight. Attention shall be paid to the specific conditions (e.g. seismic requirements). Vendor should have experience of design according to DIN 6625 Part 2 or equivalent standard. The following is an indicative, not exhaustive, list of aspects to be considered in analysis of Oil Tank:

- a. Full scale equipment modelling on the tank.
b. Equipment lifting analysis.
c. Earthquake analysis with oil.
d. Load case combination application.
e. Detailed model analysis.
f. Harmonic analysis (for different load cases).
g. Superimposition of results of model analysis to Harmonic analysis
h. Finding of worst case scenario.
i. Finalizing of Oil Module configuration.

BHEL expresses no claim as to exhaustiveness of above aspects. It shall be vendor's responsibility to understand equipment's requirement completely and comprehensively; The responsibility of correct design, and hence correct functioning/operation of the Oil Module at site, rests with Oil Module supplier.

ii. Design of piping is in scope of supplier. Vendor should have experience of stress-analysis of piping according to ASME B31.1 or equivalent standard including Seismic analysis.

Vendor should have experience of pressure drop calculations across pipe lengths. High operational pressure with considerable pressure fluctuations and small pipe diameters with susceptibility to vibration excitation are the characteristic features of the lift oil pipe system. From this, results the necessity that all elements of the lift oil pipe system must thoroughly be designed against static and fluctuating internal pressure and that the arrangement of pipe supports must satisfy the contradictory criteria of vibration suppression and limitation of the loads due to thermal expansion and movements at the pipe's terminal points.

iii. The design of Oil Module and Main Oil Tank must be done ensuring structural stability and operational ability for required lifetime of 25 years.

iv. It shall be ensured that integrity of structure is not compromised (eg. Issues like excessive vibrations etc are not there). The responsibility of correct design, and hence correct functioning/operation of the Oil Module at site, rests with Oil Module supplier. Understanding the design requirements complete and comprehensively shall be vendor's responsibility.

v. The make and model numbers of major items such as Main Oil Pump, Emergency Oil Pump, Lifting Oil Pump, motors of these pumps, Oil Mist Eliminator, filters, important valves etc. are mentioned in the specification.

Revision History

- 1. Rev01 / 05.03.25: Table 2 updated.

Table with 2 columns: Status (Worked & Checked, Approved) and Name (HS DOGRA/SM-STE(TL), A JAIN/SDGM-STE(TL), Name). Includes handwritten signatures and dates.

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

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

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.

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- 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

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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.

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- 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

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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

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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

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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:



**PREQUALIFICATION REQUIREMENT
OF OIL MODULE SKID (INCLUDING TANK,
PUMPS, FILTERS, PIPING ETC.)**

Doc. NO.: 4-11939-J8810

Rev 01

Date of Issue: 07.06.25

1. SCOPE OF THE DOCUMENT:

This document states the pre-qualification requirements (PQR) of Oil Module. Vendors desirous of supplying the Oil Module equipment to BHEL are advised to read this document carefully and furnish required documentation. Overview of Oil Module is given in document 4-11939-S5811.

SECTION 1 (MECHANICAL)

2. ACCEPTANCE CRITERIA OF VENDOR

1. Vendor/vendor's principal should have experience of design, manufacturing, testing, supply and successful running of atleast two Oil Modules supplied to Turbine OEM⁵; meeting all of the following conditions: -

- a. Where size of Lube Oil Tank $\geq 16m^3$;
- b. Where oil flow ≥ 10 lps;
- c. Where tank is a steel tank (CS or SS);
- d. Where pumps (MOP, EOP) are mounted on top of tank;
- e. Where Oil Module was used to supply oil to bearings of steam/nuclear/gas turbine;
- f. Where vendor is Turbine OEM approved for supply of Oil Module;
- g. Where experience of successful running is atleast 2 years for 2 Oil Modules. i.e. Date of commissioning shall be two years or more before date of enquiry.

⁵Turbine OEM means OEM of Turbine of Steam, Nuclear and Gas Power Plants $\geq 200MW$ like Siemens, GE/Alstom/Arabelle/PSIPL, etc.

3. SUBMISSION OF DOCUMENTS CONFORMING TO CLAUSE NO. 2 ALONGWITH OFFER

For any two Purchase Orders conforming to Clause 2, vendor shall furnish the following documents: -

- A. Vendor to furnish, minimum two nos. unpriced POs or one PO with multiple Oil Modules; executed for BHEL Haridwar / BHEL Haridwar Collaborator (Siemens/GE).

OR

- 3.A.1 Vendor shall furnish a certificate/letter/email from Turbine OEM mentioning that the structural design and static calculation of Lube Oil Tank has been done by Oil Module vendor or Turbine OEM approved tank calculation.
- 3.A.2 Vendor shall furnish valid document from Turbine OEM mentioning the date of commissioning. Alternately, other documents like commissioning report, MoM of commissioning etc may also be furnished as documentary evidence of date of commissioning.
- 3.A.3 Vendor shall furnish letter/email from Turbine OEM/End User mentioning that the Oil Module is satisfactorily functioning.
- 3.A.4 Vendor shall furnish Turbine OEM approval letter or any other Turbine OEM document from which it is clear that vendor is Turbine OEM approved vendor for supply of Oil Module.
- 3.A.5 Vendor shall furnish valid document from Turbine OEM/End User mentioning that there is no lube oil pump driven by shaft of turbine i.e. the pump/pumps mounted on top of tank have 24X7 operation.
- 3.A.6 Vendor to furnish minimum two nos. unpriced POs.

Worked by	HS DOGRA/SM-STE(TL)	<i>Signature</i> 7/6/25	Gurpreet Kaur/Mgr-STE(TL)	<i>Signature</i> 07/06/25
Checked	A JAIN/SDGM-STE(TL)	<i>Signature</i> 7/6/25	Satish Kumar/SDGM-CIE	<i>Signature</i> 07/06/25
Approved	A JAIN/SDGM-STE(TL)	<i>Signature</i> 7/6/25	Vinod Kumar/AGM-CIE	<i>Signature</i> 7/6/25
		STE-TL		CIE



**PREQUALIFICATION REQUIREMENT
OF OIL MODULE SKID (INCLUDING TANK,
PUMPS, FILTERS, PIPING ETC.)**

Doc. NO.: 4-11939-J8810
Rev 01
Date of Issue: 07.06.25

B. All vendors shall also furnish the following documents/information:

3.B.1 reference list/experience list of projects executed by vendor;

3.B.2 Documents showing Oil Module and its major dimensions (eg. General Arrangement drgs., datasheets, P&IDs etc.). Photos of executed orders are also acceptable, incase vendor is bound by non-disclosure agreement with other end-customer. However, details such as dimensions of Oil Tank, name of project, flow rate, tank size etc need to be marked in photos;

3.B.3 Unpriced dispatch related documents (inspection report/minutes, delivery challan, tax invoice, LR etc).

TABLE-1: TO BE SUBMITTED FILLED BY VENDOR ALONGWITH OFFER

Sl. no.	Description	Acceptance Criteria	Vendors response for Project 1 Tick correct box.	Vendors response for Project 2 Tick correct box.	Does vendor meet PQR (Vendor to tick Yes or No)
1	Project name and project rating				
2	Purchase Order No. and PO Date				
3	Whether design, manufacturing, testing, supply was done by vendor.	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Whether size of Oil Module Tank >= 16m3	Yes	Tank size =m3 (Vendor to fill)	Tank size =m3 (Vendor to fill)	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Whether Flow of Oil Module >= 10 lps	Yes	Flow =lps (Vendor to fill)	Flow =lps (Vendor to fill)	Yes <input type="checkbox"/> No <input type="checkbox"/>
6	whether tank is a steel tank (CS or SS)	Yes	CS <input type="checkbox"/> SS <input type="checkbox"/>	CS <input type="checkbox"/> SS <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
7	Whether pumps (MOP, EOP etc) are mounted on top of tank	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
8	Whether Oil Module was used to supply oil to bearings of steam/nuclear/gas turbine	Yes	Steam <input type="checkbox"/> Nuclear <input type="checkbox"/> Gas <input type="checkbox"/>	Steam <input type="checkbox"/> Nuclear <input type="checkbox"/> Gas <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
9	Whether vendor is Turbine OEM approved for supply of Oil Module	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
10	Date of Commissioning of Oil Module.	2 years or more before date of enquiry.	Date.....	Date.....	Yes <input type="checkbox"/> No <input type="checkbox"/>
12	Contact details, Telephone no's & Email id of End user			

SECTION 2 (ELECTRICAL)

4. The vendor to confirm they have previously supplied and commissioned the required instrumentation i.e Transmitter, switches, gauges compatible with oil module applications of Steam/Nuclear/Gas Turbines.

Worked by	HS DOGRA/SM-STE(TL)	<i>Handwritten Signature</i> 7/6/25	Gurpreet Kaur/Mgr-STE(TL)	<i>Handwritten Signature</i> 07/06/2025
Checked	A JAIN/SDGM-STE(TL)	<i>Handwritten Signature</i>	Satish Kumar/SDGM-CIE	<i>Handwritten Signature</i> 07/6/25
Approved	A JAIN/SDGM-STE(TL)	<i>Handwritten Signature</i>	Vinod Kumar/AGM-CIE	<i>Handwritten Signature</i> 07/6/25
		STE TL		CIE



**PREQUALIFICATION REQUIREMENT
OF OIL MODULE SKID (INCLUDING TANK,
PUMPS, FILTERS, PIPING ETC.)**

Doc. NO.: 4-11939-J8810

Rev 01

Date of Issue: 07.06.25

SECTION 3 (GENERAL)

5. Note:-

- A. BHEL reserves the right to ask for more information / documents/ clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria as mentioned above. Vendor shall provide the information to BHEL in a timely manner so that project schedule doesn't hamper.
- B. In case of information / data furnished by the vendor found false/incorrect, BHEL reserves the right to reject their offer for the above item. Submission of fake/fraudulent information shall be taken seriously and shall invite legal action.
- C. BHEL may visit the power plants where the items are supplied & installed by vendor. Cost shall be borne by BHEL for these visits. Vendor shall facilitate with end-customer.

Revision History

- 1. Rev01 / 07.06.25: Clause 3A revised.

Worked by	HS DOGRA/SM-STE(TL)	<i>Heinrich</i> 7/6/25	Gurpreet Kaur/Mgr-STE(TL)	<i>Gurpreet Kaur</i> 07/06/2025
Checked	A JAIN/SDGM-STE(TL)	<i>Jain</i>	Satish Kumar/SDGM-CIE	<i>Satish</i> 07/06/25
Approved	A JAIN/SDGM-STE(TL)	<i>Jain</i>	Vinod Kumar/AGM-CIE	<i>Vinod</i> 07/06/25
		STE-TL		CIE

Projects: 800MW KODERMA, SINGARENI, YAMUNANAGAR			
Vendors are supposed to fill relevant columns with Yes/ No/ Value offered. It may be noted that this is not the specification. Incase of any discrepancy between the info in this document and the specification, the same is to be informed to BHEL in writing and clarified. Incase of any dispute, the specification shall prevail.			
ITEM		Vendor to fill value or Yes/No	Remarks
1. MAIN OIL PUMP			
Make	Allweiler, KSB, Finder	Yes/ No	
MODEL NO:	ALLWEILER NSSV 100-250/01 or model of other make	Yes/ No	
DESIGN PRESSURE	6+0.3BAR	Yes/ No	
DESIGN FLOW	69.4 LPS	Yes/ No	
QTY.	2 NOS.	Yes/ No	
COUPLING	TORSIONALLY FLEXIBLE COUPLING AS PER SPEC.	Yes/ No	
SPEED	2950 RPM	Yes/ No	
2. EMERGENCY OIL PUMP			
Make	Allweiler, KSB, Finder	Yes/ No	
MODEL NO:	ALLWEILER NSSV 100-200/01 or model of other make	Yes/ No	
DESIGN PRESSURE	2.5 + 0.2 BAR	Yes/ No	
DESIGN FLOW	60 LPS	Yes/ No	
QTY.	1NOS.	Yes/ No	
COUPLING	TORSIONALLY FLEXIBLE COUPLING AS PER SPEC.	Yes/ No	
SPEED	2900 RPM	Yes/ No	
3. LIFTING OIL PUMP			
Make	Parker Denison, Bosch Rexroth	Yes/ No	
MODEL NO:	Parker DENISON T7E 50 or model of other make	Yes/ No	
DESIGN PRESSURE	175BAR	Yes/ No	
DESIGN FLOW	3.31 LPS	Yes/ No	
QTY.	2 NOS.	Yes/ No	
COUPLING	TORSIONALLY FLEXIBLE COUPLING AS PER SPEC.	Yes/ No	
DISCHARGE NOZZLE	SAE 62	Yes/ No	
SUCTION NOZZLE	SAE 61	Yes/ No	
SPEED	1470 RPM	Yes/ No	

4. LUBE OIL FILTER			
TYPE	2x100% DUPLEX CHANGEOVER TYPE	Yes/ No	
MOC OF FILTER ELEMENTS	Stainless Steel MESH	Yes/ No	
MOC OF FILTER HOUSING	Carbon Steel	Yes/ No	
DESIGN FLOW	IS THE DESIGN FLOW EQUAL TO MAX POSSIBLE VOLUMETRIC FLOW OF MODULE (AS PER TABLE 5 IN CL. 3.1.1 OF GENERAL CRS DSPPG - 0066852)	Yes/ No	
WORKING PRESSURE	≤ 10 BAR	Yes/ No	
FILTER ELEMENT COLLAPSING PR.	>10 BAR	Yes/ No	
MESH SIZE	25µm	Yes/ No	
5. LIFTING OIL FILTER			
TYPE	2x100% DUPLEX CHANGEOVER TYPE	Yes/ No	
MODEL NO:	Is the model no. as per Figure 15 of General CRS DSPPG-0066852	Yes/ No	
MOC OF FILTER ELEMENTS	Stainless Steel MESH	Yes/ No	
MOC OF FILTER HOUSING	Carbon Steel	Yes/ No	
WORKING PR.	≤ 240 BAR	Yes/ No	
CONNECTING FLANGES	SAE	Yes/ No	
MESH SIZE	25µm	Yes/ No	
FLOW RATE	Is the flow rate equal to design flow of Lifting Oil Pump	Yes/ No	
6. MAIN OIL TANK			
MOC	Stainless Steel (Koderma) Stainless Steel (Singareni) Carbon Steel (YamunaNagar)	Yes/ No	
SIZE	32/45	Yes/ No	
HEATER QTY	5 NOS.	Yes/ No	
HEATER RATING PER PIECE	12KW	Yes/ No	

7. COLLECTING MANIFOLD OF JACKING OIL FILTER		
SUPPLIER	PARKER, Hydac	Yes/ No
TYPE	NG 32	Yes/ No
8. 3 WAY TEMPERATURE CONTROL VALVE		
SUPPLIER	RTK	Yes/ No
TYPE	MV5421	Yes/ No
ADJUSTMENT RANGE	20-70°C	Yes/ No
PR. LOSS	0.15 BAR	Yes/ No
FLOW RATE	252m ³ /hr	Yes/ No
MOC	Stainless Steel	Yes/ No
CHAR. CURVE	LINEAR	Yes/ No
STROKE	60 MM	Yes/ No
SEAT DIA.	200 MM	Yes/ No
MAX. PR.	16 BAR	Yes/ No
MAX.TEMP.	250°C	Yes/ No
9. OIL MIST ELIMINATOR		
SUPPLIER	FRANKE, HYDAC, UT99, Contec, Hilliard	Yes/ No
DESIGN	IS THE DESIGN AS PER OIL MODULE SCHEME 0-13100-XX106	Yes/ No
10. NRV downstream MOP/EOP/LO Filter		
SUPPLIER	Gestra	Yes/ No
MOC	Stainless Steel	Yes/ No
11. Basket Strainer of MOT		
MOC	Stainless Steel	Yes/ No
12. Valves		
MOC	Stainless Steel	Yes/ No
13. Piping		
MOC	Stainless Steel	Yes/ No
14. ARE THE SUPPLIERS OF VERY IMPORTANT COMPONENTS AS PER SPEC.		Yes/ No
15. IS THE FUNCTIONAL TEST OFFERED AS PER BHEL SPEC.		Yes/ No
16. IS THE PAINTING AS PER BHEL SPEC.		Yes/ No

17. Vendor to clearly mention any deviation to BHEL spec in following space or else confirm no deviation:-
(a)
(b)
(c)

OIL MODULE (M-TYPE) CHECK LIST (CIE)

Doc. no.-4-18101-H1-010A

Annexure-A

CHECKLIST FOR ELECTRICAL ITEMS IN OIL MODULE (1X800 MW YAMUNA NAGAR STPP)				
Vendors are supposed to fill relevant columns with Yes/ No/ Not applicable (if any)/Value offered.				
Qty mentioned against items is for single oil module unit.				
1. AC MOTOR FOR MAIN OIL PUMP				
1.1	MOTOR TYPE	3 phase Induction motor	Yes/ No	
1.2	MAKE	As per approved vendor List.Technically refer C&I addendum ,418101H1010,Rev00,clause B6.VII	Yes/ No	
1.3	NOMINAL MOTOR POWER (stamped on the rating plate)	160KW	Yes/ No	Vendor to specify (if different)
1.4	QTY.	2 no. (As per approved PID 013100J5106)	Yes/ No	
1.5	RATED VOLTAGE	415 V	Yes/ No	
1.6	WAY OF STARTING	Direct online starting with delta connection	Yes/ No	
1.7	RATED CURRENT (stamped on the rating plate)	as per standard IS:12615(latest revision)		Vendor to specify (if different)
1.8	EFFICIENCY CLASS	As per C&I addendum 418101H1010, clause B4,II	Yes/ No	
1.9	RATED SPEED (at rated voltage and frequency(RPM))	2900 rpm approx	Yes/ No	
1.10	NOISE LEVEL LIMIT (dBA)	85 dBA as per IEC60034-14/IS 12075.	Yes/ No	
1.11	Minimum moment of inertia	1.6 kg/m ²	Yes/ No	
2. DC MOTOR FOR EMERGENCY OIL PUMP				
2.1	MOTOR TYPE	shunt wound	Yes/ No	
2.2	MAKE	WINKELMANN /KRETZSCHMAR/CGL	Yes/ No	
2.3	NOMINAL MOTOR POWER (stamped on the rating plate)	28.2KW	Yes/ No	Vendor to specify (if different)
2.4	QTY.	1 no. (As per approved PID 013100J5106)	Yes/ No	
2.5	RATED VOLTAGE	220 V DC	Yes/ No	
2.6	RATED CURRENT (stamped on the rating plate)	149 A approx	Yes/ No	Vendor to specify (if different)
2.7	RATED SPEED (at rated voltage and frequency(RPM))	2900 rpm approx	Yes/ No	
2.8	STARTING (EXTERNAL) REISTOR -TYPE / QTY	01 no	Yes/ No	Vendor to specify resistor type
2.9	STARTING RESISTOR VALUE (as per doc.-drawino no. 9000603), VAR-62	(2-steps) or System requirement		Vendor to specify (if different)
2.10	FIELD TRIMMER RESISTANCE- TYPE / QTY	QTY-1 no	Yes/ No	PI write type & rating here.
3. AC MOTOR FOR LIFTING OIL PUMP				
3.1	MOTOR TYPE	3 phase Induction motor	Yes/ No	Vendor to specify (if equivalent)
3.2	MAKE	As per approved vendor List , also refer C&I addendum ,418101H1010,Rev00,clause B6.VII	Yes/ No	
3.3	NOMINAL MOTOR POWER (stamped on the rating plate)	90KW	Yes/ No	Vendor to specify (if different)
3.4	QTY.	1 no. (As per approved PID 113100J5105)	Yes/ No	
3.5	RATED VOLTAGE	415 V	Yes/ No	
3.6	WAY OF STARTING	Direct online starting with delta connection	Yes/ No	
3.7	RATED CURRENT (stamped on the rating plate)	139 A		Vendor to specify (if different)
3.8	EFFICIENCY CLASS	IE3 as per IEC 60034/IS 12615-2011	Yes/ No	
3.9	RATED SPEED (at rated voltage and frequency(RPM))	1485 rpm approx	Yes/ No	
3.10	NOISE LEVEL LIMIT (dBA)	85 dBA as per IEC60034-14/IS 12075.	Yes/ No	
4. DC MOTOR FOR LIFTING OIL PUMP				
4.1	MOTOR TYPE	shunt wound	Yes/ No	

OIL MODULE (M-TYPE) CHECK LIST (CIE)

4.2	MAKE	WINKELMANN /KRETZSCHMAR	Yes/ No	
4.3	NOMINAL MOTOR POWER (stamped on the rating plate)	90KW	Yes/ No	Vendor to specify (if different)
4.4	QTY.	1 no. (As per approved PID 113100J5105)	Yes/ No	
4.5	RATED VOLTAGE	220 V DC	Yes/ No	
4.6	RATED CURRENT (stamped on the rating plate)	450 A approx	Yes/ No	Vendor to specify (if different)
4.7	RATED SPEED (at rated voltage and frequency(RPM))	1470 rpm approx	Yes/ No	
4.8	STARTING (EXTERNAL) REISTOR- TYPE & QTY	(3 STEPS) / 01 no	Yes/ No	
4.9	STARTING RESISTOR VALUE	0.17Ohm, 0.045Ohm, 0.014 Ohm(in 3 Steps) or System requirement	Yes/ No	Vendor to specify (if different)
4.10	FIELD TRIMMER RESISTANCE- TYPE / QTY	QTY-1 no	Yes/ No	Pl write type & rating here.
4.11	CURRENT (cold/hot)	3.28/2.5A approx	Yes/ No	
4.12	COOLING	IC 411 (TEFC)	Yes/ No	
4.13	MOUNTING	IM B5	Yes/ No	
5. AC MOTOR FOR OIL VAPOUR EXHAUSTER				
5.1	MOTOR TYPE	Flame proof type as per IEC60079-1/ IS 2148.	Yes/ No	Vendor to specify
5.2	MAKE	As per approved vendor List , also refer C&I addendum ,418101H1010,Rev00,clause B6.VII	Yes/ No	
5.3	NOMINAL MOTOR POWER (stamped on the rating plate)			Pl write value here.
5.4	QTY.	2 no. (As per approved PID 013100J5106)	Yes/ No	
5.6	RATED VOLTAGE	415 V AC	Yes/ No	
5.7	RATED CURRENT (stamped on the rating plate)			Pl write value here.
5.8	RATED SPEED (at rated voltage and frequency(RPM))	2900 rpm approx	Yes/ No	Vendor to specify (if different)
6. TEMPERATURE CONTROL VALVE				
(i)	Motor type (AC motor)	230V AC, 50 Hz	Yes/ No	
(ii)	Protection class	IP 55	Yes/ No	
(iii)	Additional /Supplementary equipment	Potentiometer	Yes/ No	
7. INSTRUMENTATIONS				
7.1	Pressure Transmitters	Range= 0-250 Bar	Yes/ No	
		Qty=3 nos	Yes/ No	
		Tag no.-MAV31CP001, MAV32CP001, MAV35CP001	Yes/ No	
		Make= Siemens or equivalent	Yes/ No	
7.2	Pressure Transmitters	Range= 0-6 Bar	Yes/ No	
		Qty=3 nos	Yes/ No	
		Tag no.-MAV42CP016, MAV42CP017, MAV42CP018	Yes/ No	
		Make= Siemens or equivalent	Yes/ No	
7.3	Pressure Transmitters	Range= (-120)-0 mBar	Yes/ No	
		Qty=2 no	Yes/ No	
		Tag no.-MAV82CP002, MAV82CP001	Yes/ No	
		Make= Endress & Hauser or equivalent	Yes/ No	
7.4	Level Transmitters	Range= 850-1700 mm	Yes/ No	Vendor to specify (if different)
		Qty=3 nos	Yes/ No	
		Tag no.-MAV10CL021, MAV10CL022, MAV10CL023	Yes/ No	

**OIL MODULE (M-TYPE)
CHECK LIST (CIE)**

		Type= Guided wave radar type	Yes/ No	
		Make= Endress & Hauser or equivalent	Yes/ No	
7.5	Level Indicator	Range= 850-1700 mm	Yes/ No	Vendor to specify (if different)
		Qty=1 no	Yes/ No	
		Tag no.-MAV10CL521	Yes/ No	
		Make=Jerguson,Mohren or equivalent	Yes/ No	
7.6	RTD (Resistance Thermometer)	Range= 0-100 DegC	Yes/ No	
		Qty=4 nos	Yes/ No	
		Tag no.-MAV10CT001, MAV10CT002, MAV42CT001, MAV42CT002	Yes/ No	
		Make= Rosemount or equivalent	Yes/ No	
7.7	Thermometer	Range= 0-100 DegC	Yes/ No	
		Qty=2 nos	Yes/ No	
		Tag no.-MAV21CT501 ,MAV42CT501	Yes/ No	
		Make= Wiegand,Ashcroft, GIC or equivalent	Yes/ No	
7.8	Pressure Gauges	Range= 0-400 Bar	Yes/ No	
		Qty=3 nos	Yes/ No	
		Tag no.-MAV31CP501, MAV32CP501, MAV35CP501	Yes/ No	
		Make= Wika, GIC or equivalent	Yes/ No	
7.9	Pressure Gauges	Range= (-)120-0 mBar	Yes/ No	
		Qty=2 no	Yes/ No	
		Tag no.-MAV82CP501/502	Yes/ No	
		Make= Wika, GIC or equivalent	Yes/ No	
7.10	Pressure Gauges	Range= 0-10 Bar	Yes/ No	
		Qty=4 nos	Yes/ No	
		Tag no.- MAV21CP505, MAV21CP506, MAV24CP501,MAV21CP501	Yes/ No	
7.11	Pressure switch.	Range= 0.5-10 Bar	Yes/ No	
		Qty=3 nos	Yes/ No	
		Tag no.-MAV21CP001,MAV42CP012, MAV42CP019	Yes/ No	
		Make= Herion Systemtechnik,United Electric or equivalent	Yes/ No	
7.12	DP Transmitter		Yes/ No	
		Qty=1 no	Yes/ No	
		Tag no.-MAV35CP016, MAV42CP013	Yes/ No	
		Make= Internormen(Eaton Tech GmbH), Hydac or equivalent	Yes/ No	
7.13	3/2 way manual instrument valves. as per TLV2001	Qty=3 nos	Yes/ No	
		Tag no.-MAV21AA321, MAV42AA322, MAV42AA329	Yes/ No	
		Make= Norgren, Harion or equivalent	Yes/ No	
7.14	Electrical adapter box for AC motors,DC motors ,Heater	Qty=3+2+1 nos + as required	Yes/ No	[Refer addendum(electrical) doc. no.- DOCUMENT No. 4-18101-H1-010 REV00 clause no.-B5(III)]

8. INSTRUMENTATIONS-additional to above				
8.1	Pressure Gauge	Range= 0-10 Bar	Yes/ No	
		Qty=2 nos	Yes/ No	

**OIL MODULE (M-TYPE)
CHECK LIST (CIE)**


9. JUNCTION BOX				
9.1	Junction box for instruments (PREWIRED)	Tag no.-MAV00GF001	Yes/ No	
		Qty=1 no	Yes/ No	
9.2	Junction box for LO TCV (PREWIRED)	Tag no.-MAV41GH001	Yes/ No	
		Qty=1 no	Yes/ No	
10. TANK HEATERS				
10.1	Tank Heater	Tag no.-MAV10AH001/002/003/004/005	Yes/ No	
		Qty=5 no	Yes/ No	
		rating (each heater)-12 KW, 415V AC	Yes/ No	
11. DOCUMENTATION's (Following documents shall be submitted after PO for BHEL/Customer approval)				
11.1	Motor Data Sheet in BHEL format 418000_AC_001, as per IEC60034/IS 325	BHEL format i.e., 418000_AC_001 in editable format shall be furnished to vendors after PO placement		
a	Lube oil pump AC motor		Yes/ No	
b	Lifting oil pump AC motor		Yes/ No	
c	Oil vapour exhauster AC motor		Yes/ No	
11.2	General arrangement drawings, Characteristic curves & Electrical connection diagrams	Part of Motor data sheet		
a	Lube oil pump AC motor		Yes/ No	
b	Lifting oil pump AC motor		Yes/ No	
c	Oil vapour exhauster AC motor		Yes/ No	
11.3	Motor Data Sheet in BHEL format 418000_DC_001, as per IEC60034/IS 325	BHEL format i.e., 418000_DC_001 in editable format shall be furnished to vendors after PO placement		
a	Emergency oil pump DC motor		Yes/ No	
b	Lifting oil pump DC motor		Yes/ No	
11.4	General arrangement drawings, Characteristic curves & Electrical connection diagrams	Part of Motor data sheet		
a	Emergency oil pump DC motor		Yes/ No	
b	Lifting oil pump DC motor		Yes/ No	
11.5	Types test reports for AC & DC motors as per IEC60034/IS 325 . Test includes-			
a	Measurement of resistance of windings of stator & wound rotor		Yes/ No	
b	No load test at rated voltage to determine input current power & speed,		Yes/ No	
c	Locked rotor readings of voltage, current & power input at a suitable reduced voltage		Yes/ No	
d	Full load test to determine efficiency power factor & slip,		Yes/ No	
e	Temperature rise test		Yes/ No	
f	Momentary overload test		Yes/ No	
g	Insulation resistance test		Yes/ No	
h	High voltage test		Yes/ No	
i	Test for vibration severity of motor		Yes/ No	

**OIL MODULE (M-TYPE)
CHECK LIST (CIE)**

j	Test for noise levels of motor		Yes/ No	
k	Test for degree of protection		Yes/ No	
l	Overspeed test.		Yes/ No	
m	Type test reports for motors located in fuel oil area having flame proof enclosures as per IS 2148 / IEC 60079-1.		Yes/ No	
11.6	Electrical load list for motors, actuators & valves.		Yes/ No	
11.7	Wiring details upto Junction boxes for instruments as well as electrical loads of oil module.		Yes/ No	
11.8	GA drawing of oil module covering Instruments, valves with KKS.		Yes/ No	
11.9	Calibration report for instruments used in oil module.	Documents shall be required before shipment	Yes/ No	
11.10	Instrument catalogue for all instruments used in oil module	Documents shall be required before shipment	Yes/ No	

12. Vendor to clearly mention any deviation to BHEL spec in following space.

--

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				PROJECT: 1X800MW YAMUNANAGAR TPS							
 BHEL	VENDOR'S NAME	ITEM	Oil Module and Accessories	QP NO.	4.01.04	PACKAGE: MAIN PLANT PACKAGE								
	HPGCL approved Vendor	DOC. NO.	AS PER PO	DATED	17.11.2025	MAIN SUPPLIER: BHEL, Haridwar								
		SPEC.	AS PER PO											
		REV	01	Page 1 of 5										
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS		
1	2	3	4	5	6	7	8	9	D	M	B	N	10	11


1	Base plate for Oil tank	Chemical and Mechanical Properties	Major	Material Certificate Check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC/TC	√	P	V	V	
2	Oil Tank	WPS/ PQR/ WPQ check	Major	Visual	100%	ASME IX	ASME IX	COC	√	P	V	V	
		Surface Defects Check	Major	DPT/UT	100%	ASTM / EN STD	ASTM / EN STD	TC	√	P	W	V	UT IF APPLICABLE
		Structural Welding Visual Check	Major	Structural Welding Visual Check	100%	BHEL APPD DRG/DATA SHEET	NO VISUAL DEFECTS	COC	√	P	W	V	
		Visual and Dimensional Check	Major	Visual and Dimensional Check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	W	V	
		Leakage Test	Major	Leakage Test Test medium-Water, Under atmospheric pressure Condition	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	W	V	CHP
3	Piping	Chemical and Mechanical Properties	Major	Material Certificate Check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC/TC	√	P	V	V	
		WPS/ PQR/ WPQ check	Major	Visual	100%	ASME IX	ASME IX	COC	√	P	V	V	
		Surface crack test on weld seams	Major	PT OR MT of welds	100 %	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	W	V	

Cat. _____
 Released for manufacture/fabrication/ construction duly approved under Category A vide HPGCL Memo No. 615/CH-29/KE/IRK-11/DCAT/1800/1105/01-16
 Dated 11.2.25 APPROVED BY _____
 incorporation of comments /remarks, if any as mentioned therein. The approval/ comments on this drawing/document neither relieves M/s BHEL of its sole contractual obligations in carrying out the design & engineering works correctly and fulfilling the complete requirement of contract nor does it limit the HPGCL's right under the contract.

MANUFACTURER/SUBCONTRACTOR	Digitally signed by Kamal Sehgal Date: 2025.11.17 16:10:16 +05'30' Adobe Acrobat Reader version: 2025.001.20844	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / THIRD PARTY INSPECTIO AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER


 SE/Projects
HPGCL, PKL

 Chief Engineer/Projects
HPGCL, Panchkula

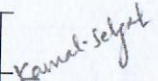
MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN					PROJECT: 1X800MW YAMUNANAGAR TPS							
 BHEL	VENDOR'S NAME	ITEM	Oil Module and Accessories	QP NO.	4.01.04	PACKAGE: MAIN PLANT PACKAGE MAIN SUPPLIER: BHEL, Haridwar								
	HPGCL approved Vendor	DOC. NO.	AS PER PO	DATED	17.11.2025									
		SPEC.	AS PER PO											
		REV	01	Page 2 of 5										
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS		
1	2	3	4	5	6	7	8	9	D	M	B	N	10	11


		Internal Defects	Major	RT on welds	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	W	V	100 % for lifting oil system pipings 10 % for lube oil system piping. CHP
		Hydrostatic Pressure Test	Major	Hydrostatic Pressure Test	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	W	V	
		Welding Visual Check	Major	Welding Visual Check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC	√	P	W	V	
		Final Inspection	Major	dimensional -cleanliness check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC	√	P	W	V	
4	LUBE OIL PUMPS	Chemical and Mechanical Properties of Casing cover, Impeller and shaft	Major	Material Certificate check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC/TC	√	P	V	V	
		Dynamic balancing	Major	Balance	100%	ISO 1940	Gr 6.3 ISO 1940	COC	√	P	W	V	CHP
		Hydrostatic Pressure Test	Major	Pressure Test	100%	Mfr standard	No leakage	COC	√	P	W	V	CHP
		Performance Test	Major	Capacity Discharge Pressure, Shaft Power, Speed Performance curve results, Vibration & Noise	100%	Mfr standard	BHEL APPD DRG/DATA SHEET	TC	√	P	W	V	

MANUFACTURER/SUBCONTRACTOR	Digitally signed by: <i>Eman Sahgal</i> Date: 2025.11.17 16:30:00 +05:30 Adobe Acrobat Reader version: 2025.00120844	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / THIRD PARTY INSPECTIO 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
			APPROVED BY

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				PROJECT: 1X800MW YAMUNANAGAR TPS						
 BHEL	VENDOR'S NAME		ITEM	Oil Module and Accessories	QP NO.	4.01.04	PACKAGE: MAIN PLANT PACKAGE MAIN SUPPLIER: BHEL, Haridwar						
	HPGCL approved Vendor		DOC. NO.	AS PER PO	DATED	17.11.2025							
			SPEC.	AS PER PO									
			REV	01	Page 3 of 5								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS	
1	2	3	4	5	6	7	8	9	D	M	B	N	11


5.	Lifting oil Pump	Chemical and Mechanical Properties of Casing , cover, Impeller and shaft	Major	Material Certificate check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC/TC	√	P	V	V	
		Hydrostatic Pressure Test	Major	Pressure Test	100%	Mfr standard	No leakage	COC	√	P	W	W	CHP
		Performance Test	Major	Capacity Discharge Pressure , Shaft Power ,Speed Performance curve results, Vibration & Noise	100%	Mfr standard	BHEL APPD DRG/DATA SHEET	TC	√	P	W	V	
6.	AC motor	<ul style="list-style-type: none"> Routine Test Type Test reports 	Major	Routine Test Type Test	100%	IEC 60034/IS 325	IEC 60034/IS 325	TC	√	P	W	V	CHP
7.	DC motor	<ul style="list-style-type: none"> Routine Test Type Test reports 	Major	Routine Test Type Test	100%	IEC 60034/IS 325	IEC 60034/IS 325	TC	√	P	V	V	
8.	Lifting oil filter	Mech & Chem analysis	Major	Material & Certificate check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC/TC	√	P	V	V	
		Hydrostatic Pressure Test	Major	Hydraulic Test	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	W	V	CHP

MANUFACTURER/SUBCONTRACTOR	 Digitally signed by Kamal Sehgal Date: 2025.11.17 16:09:47 +05'30' Adobe Acrobat Reader version: 2025.001.20844	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / THIRD PARTY INSPECTIO AGNECY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY


MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN					PROJECT: 1X800MW YAMUNANAGAR TPS					
 BHEL	VENDOR'S NAME	ITEM	Oil Module and Accessories	QP NO.	4.01.04	PACKAGE: MAIN PLANT PACKAGE						
	HPGCL approved Vendor	DOC. NO.	AS PER PO	DATED	17.11.2025	MAIN SUPPLIER: BHEL, Haridwar						
		SPEC.	AS PER PO									
		REV	01	Page 4 of 5								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	D	10		11

9.	Lube oil filter	Mech & Chem analysis	Major	Material & Certificate check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC/TC	√	P	V	V	
		Hydrostatic Pressure Test	Major	Hydraulic Test	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	W	V	CHP
10.	Temperature Control Valve	Hydrostatic Pressure Test Functional Test Leakage Test	Major	Hydrostatic Pressure Test Functional Test Leakage Test	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	W	V	CHP
11.	safety valve jacking oil pump	Set Point Calibration	Major	Set Point Calibration	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC	√	P	V	V	
12.	Oil vapour Exhauster	Mech & Chem analysis	Major	Material certificate check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC/COC	√	P	V	V	
		Motor test certificate (explosion proof type)	Major	Routine test Explosion proof certificate	100%								
13.	Instrumentation	Make, Model, Visual	Major	Visual	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC/COC	√	P	V	V	As Applicable
15.	Final System	Functional Test	Major	Functional Test	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	W	W	

MANUFACTURER/SUBCONTRACTOR	Digitally signed by Kamal Sehgal Date: 2025.11.17 16:09:33 +05'30' Adobe Acrobat Reader version: 2025.001.20844	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / THIRD PARTY INSPECTIO 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	APPROVED BY

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN					PROJECT: 1X800MW YAMUNANAGAR TPS					
 BHEL	VENDOR'S NAME HPGCL approved Vendor	ITEM	Oil Module and Accessories	QP NO.	4.01.04	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS	
		DOC. NO.	AS PER PO	DATED	17.11.2025			M	B	N		
		SPEC.	AS PER PO	Page 5 of 5								
		REV	01									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	8	9	D	10	11	
1	2	3	4	5	6	7	8	9	D	10	11	

		Piping System Pressure Test	Major	Pressure Test	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	W	W	
		Final Inspection report	Major	Inspection report	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	TC	√	P	V	V	
		P & ID compliance and tagging	Major	P & ID compliance and tagging	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC	√	P	V	V	
		Electrical continuity and megger check	Major	Electrical continuity and megger check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC	√	F	V	V	
		Painting Check (dry film thickness)	Major	Painting Check (dry film thickness)	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC	√	P	V	V	
		Visual and Dimensional Check for completeness of Oil module	Major	Visual and Dimensional Check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC	√	P	W	W	
		Preservation	Major	Preservation	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC	√	P	V	-	
		Packing and marking check	Major	Packing and marking check	100%	BHEL APPD DRG/DATA SHEET	BHEL APPD DRG/DATA SHEET	COC	√	P	V	-	

MANUFACTURER/SUBCONTRACTOR	 Digitally signed by: Karmal Sehgal Date: 2025.11.11 16:09:19 +05'30 Adobe Acrobat Reader version: 2025.001.20844	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / THIRD PARTY INSPECTIO 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	
				APPROVED BY

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 Bharatiya Nyaya Sanhita (BNS) 2023 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 Bharatiya Nyaya Sanhita (BNS) 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 (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 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 on receipt of any complaint by them from the bidder(s).
- 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 /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 role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 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 Bharatiya Nyaya Sanhita (BNS)/ 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.
- 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. 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. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. 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.

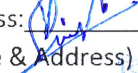

सी.एल.मीणा

 For & On behalf of the Principal
 (Office Seal)
BHEL, Ranipur, Haridwar

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

Place _____

Date _____

Witness: 
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

DIWAKAR VIKRAM SINGH
 (SR. ENGINEER (Purchase- BOI))
 बी.एच.ई. इले. पीप, हरिद्वार
 BHEL, HEEP, HARIDWAR

Vendors to submit their credentials with following details:

- **Vendor credentials :**
 - **Company Profile**
 - **Customer List (660/800 MW & Above)**
 - **Testing facilities**
 - **Equipment's list**
 - **Experience list**
 - **End User Certificates/Purchase orders**
 - **QC system**
 - **Date of deliveries**
 - **Date of Commissioning & Operation**
 - **To Provide Data such as Type, Design, Make, Capacity, Duty Conditions.**

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Note: This Annexure has to be mandatorily filled & signed by the bidder and submitted along with Technical bid.

Any deviation to the below mentioned terms shall be stated specifically in the comment's column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).

Sl.	Terms Description	Supplier Acceptance/ Comments
1.	<p><u>PRE-QUALIFICATION CRITERIA:</u></p> <p>1.1 Pre-Qualification Requirement (Attached): The Pre-Qualification Requirements have been compiled and placed as <u>Document No. 411939J8810 Rev.01 Dated 07.06.2025.</u> All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.</p> <p><u>Important Note:</u> <i>Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. BHEL reserves the right to close PQR within 30 days of opening of techno-commercial Bids. Offers of Bidder / Bidders, who do not meet PQR i.e. do not complete the PQR documentation within 30 days of opening of techno-commercial bid, may be ignored and no-further correspondence shall be entertained thereafter.</i></p> <p>1.2 Submission of Integrity Pact (IP) duly signed: The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with offer. 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</p> <p>1.3 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.</p> <p>1.4 Customer Approval: Applicable. Procurement will be done from Customer (HPGCL) Approved Vendors only. The "bidder, already approved by customer for the enquiry item, will have to follow approval conditions of the customer in totality." Bidder to confirm the same in their offer. Bidders to submit credentials in attached format to take up with HPGCL customer for approval.</p> <p><u>Explanatory Notes for the PQR:</u></p> <p>i. All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.</p> <p>ii. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<p>iii. Price Bids of only those bidders shall be opened who stand qualified after compliance of Pre-qualification requirement (PQR), Technical requirement and approved by the End Customer (if required).</p>	
2.	<p><u>SCOPE OF SUPPLY:</u></p> <ul style="list-style-type: none"> • The Scope of Supply shall be as per BOQ document uploaded with Tender Enquiry. • Please confirm that you have quoted for all the items of Tender Enquiry as per the BOQ document uploaded with Tender Enquiry. Please also attach endorsed (signed & stamped) copy of un-priced replica of BOQ document mentioning "Quoted" against each item. • Item wise price breakup of "<i>Mechanical Mandatory Spares for Oil Module as per Document No. 4-11939-J5700</i>" and "<i>Electrical and C & I mandatory spares of Oil Module as per Document No. 418000H1001</i>" to be submitted along with price-bid. Please confirm. <p>Note: <i>Unloading of materials at Destination/ Site shall be in BHEL's scope.</i></p>	
3.	<p><u>PRICE BASIS:</u></p> <p>Price in INR should be quoted for Ex-Works Freight Prepaid up to Site basis. Kindly confirm that price has been quoted on Ex-Works Freight Prepaid up to Site basis inclusive of GST (i.e. including all taxes, duties, local levies/ transportation / loading & unloading charges, packing & forwarding charges etc.). Unloading of materials at Destination/ Site shall be in BHEL's scope.</p>	
4.	<p><u>TAXES & DUTIES:</u></p> <p>4.1 The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i. e. amount paid by BHEL + overhead).</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p>4.2 GST (Goods and Services Tax)</p> <p>4.2.1 GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be as per price structure of GeM. Reimbursement of GST is subject to compliance of following terms and conditions.</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<p>BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p> <p>4.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.</p> <p>4.2.3 Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.</p> <p>4.2.4 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.</p> <p>4.2.5 Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.</p> <p>4.2.6 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.</p> <p>4.2.7 Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.</p> <p>4.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -</p> <ol style="list-style-type: none"> a) Supply of goods and/or services have been received by BHEL. b) Original Tax Invoice has been submitted to BHEL. c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. 	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<p>d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.</p> <p>e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.</p> <p>f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.</p> <p>g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.</p> <p>4.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.</p> <p>4.2.10 TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.</p> <p>4.2.11 Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.</p> <p>4.2.12 Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.</p> <p>4.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.</p> <p>4.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to noncompliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<p>4.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.</p> <p>4.2.16 Variation in Taxes & Duties: Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p> <p>4.3 Income Tax: TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p>4.4 HSN Code of Item & Applicable GST % (To be filled by Supplier): _____</p>	
5.	<p><u>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):</u></p> <p>MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL. In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard. For issuance of MDCC, you are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL. BHEL will issue MDCC within 7 days of receipt TCs & IR, if these are complete w.r.t. approved quality plan and comply with approved technical documents.</p>	
6.	<p><u>INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS:</u> Applicable</p> <p>a. Inspection shall be done by BHEL nominated inspection agency "M/s QUEST" and Customer, as per enclosed Customer approved Quality Plan. Please confirm the same and furnish endorsed (signed & stamped) copy of customer approved quality plan along with offer as a token of your acceptance.</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<p>b. For Spares: Inspection shall be applicable as per customer approved QP for main supply. In case the item does not appear in the main supply Quality Plan, then vendor to submit TC / COC for the same. Please confirm the same.</p> <p>a. Procurement from Customer Approved / Accepted Vendors only: Bidders are requested to submit their credentials along with offer, in order to take up with end customer for approval. Customer approved bidder will have to follow approval conditions of the customer in totality. Credentials should have the following details:</p> <div data-bbox="453 636 1177 1071" style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <ul style="list-style-type: none"> • Vendor credentials : <ul style="list-style-type: none"> ➢ Company Profile ➢ Customer List (660/800 MW & Above) ➢ Testing facilities ➢ Equipment's list ➢ Experience list ➢ End User Certificates/Purchase orders ➢ QC system ➢ Date of deliveries ➢ Date of Commissioning & Operation ➢ To Provide Data such as Type, Design, Make, Capacity, Duty Conditions. </div> <p><i>The offer of only those bidders, who meet Pre-qualification requirement (PQR), Technical requirement and approved by the End Customer, will be considered for price-bid opening & RA for the requirement against this enquiry.</i></p> <p>b. Please note that sub-vendors of MOP/EOP are also to be approved from end customer. Hence, <u>please furnish credentials of proposed sub-vendors of MOP/EOP (from the makes specified in specifications) along with your offer.</u> MOP/EOP to be sourced only from BHEL & Customer approved sources. Inspection/Testing for MOP/EOP shall be as per customer approved Oil Module QP.</p>	
7.	<p><u>DELIVERY:</u></p> <p>Please inform your Delivery Period (including time for document submission, document approval and MDCC issuance, as mentioned in this annexure) in No. of Weeks / Months from the date of PO. The contractual delivery will be the delivery period quoted by you or as per enquiry delivery schedule, whichever is later.</p> <p><u>NOTE:</u></p> <p>a). If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments								
	<p>Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.</p> <p>b). In case BHEL increase the quantity during currency of the contract in line with quantity variation clause, delivery extension on pro-rata basis shall be given for supply of these additional quantity.</p>									
8.	<p><u>TRANSIT INSURANCE:</u> Transit Insurance will be covered by BHEL under its open Insurance Policy.</p>									
9.	<p><u>PAYMENT TERMS:</u></p> <p><u>Material Portion:</u> 100% payment shall be released after acknowledged receipt of material at site and submission of billing documents as mentioned in sl. no. 10 below.</p> <p><u>Supervision of E&C:</u> 100% payment against submission of Successful Commissioning Certificate and Time Sheet signed by Project authorities along with Invoice direct to BHEL.</p> <p>The timeline for payments will be as under:</p> <table border="1" data-bbox="264 957 1117 1119"> <thead> <tr> <th>Type of Bidder</th> <th>Payment Terms (No. of Days)</th> </tr> </thead> <tbody> <tr> <td>Micro & Small Enterprises (MSEs)</td> <td>45 Days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 Days</td> </tr> <tr> <td>Non MSME</td> <td>90 Days</td> </tr> </tbody> </table> <p>However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.</p> <p>NO INTEREST PAYABLE TO CONTRACTOR: "No interest shall be payable on the security deposit or any other money due to the contractor".</p>	Type of Bidder	Payment Terms (No. of Days)	Micro & Small Enterprises (MSEs)	45 Days	Medium Enterprises	60 Days	Non MSME	90 Days	
Type of Bidder	Payment Terms (No. of Days)									
Micro & Small Enterprises (MSEs)	45 Days									
Medium Enterprises	60 Days									
Non MSME	90 Days									
10.	<p><u>DOCUMENTS REQUIRED FOR BILL PROCESSING:</u></p> <p>The following documents are required to be sent for Bill Processing:</p> <ul style="list-style-type: none"> • Original Tax Invoice (As per Cl. No. 4 above) • Original LR • Original Packing List • E-waybill • Guarantee/Warrantee certificate • Copy of MDCC issued by BHEL • Receipted Copy of LR / Proof of delivery (POD) / Material Receipt Certificate (MRC) from BHEL site • GST Compliance declaration • GeM Invoice • Consignee Receipt Cum Acceptance Certificate (CRAC) • E-invoice. 									

Sl.	Terms Description	Supplier Acceptance/ Comments
	<ul style="list-style-type: none"> • Class 3 digitally signed tax invoices along with supporting documents to be uploaded at SUVIDHA portal (https://suvidha.bhel.in/suvidha/). • Rest documents as mentioned in the PO remarks. <p>Note: Please note that BHEL HEEP has successfully onboarded with all five TReDS exchanges, viz. M/s C2treds, M/s DTX KredX, M/s Invoice Mart, M/s M1 Xchange and M/s RXIL. Now, invoices can be submitted/uploaded by MSME vendors at any one of these five TReDS exchanges for release of payments against HEEP's invoices.</p>	
11.	<p><u>BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION:</u></p> <p>For Electronic Fund Transfer the details are as below:</p> <p>a) Name of the Beneficiary: Bharat Heavy Electricals Limited</p> <p>b) Bank Particulars: Name of the Company - BHARAT HEAVY ELECTRICALS LTD. Address of the company – HEEP, BHEL, SECTOR-5A, RANIPUR, HARIDWAR - 249403 Name of the bank - STATE BANK OF INDIA Bank branch - RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5A, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA, PIN CODE: 249403 SWIFT NO: SBININBB225CC ACCOUNT NO: 10667995458 IFSC CODE: SBIN0000586</p>	
12.	<p><u>EMD: Applicable</u></p> <p>12.1 The offer must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.</p> <p>i. EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.</p> <p>ii. The EMD up to an amount of Rs. 6,00,000/- (Rs. Six Lakhs only) is to be paid only in the following forms:</p> <p>a) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>b) Banker's cheque/ Pay order/ Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).</p> <p>c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL marking lien in favour of BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period.</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<p>d) Bank Guarantee from any of the Scheduled Banks. In such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>e) Insurance Surety Bonds.</p> <p>iii. No other form of EMD remittance shall be acceptable to BHEL.</p> <p>12.2 EMD by the Bidder will be forfeited as per NIT conditions, if:</p> <p>i. The bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>ii. EMD by the Bidder shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and shall be forfeited in case of suspension</p> <p>12.3 Subject to Clause 12.2 above, EMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>12.4 EMD of successful Bidder shall be refunded on conclusion of the order/ receipt of a performance security as mentioned in NIT.</p> <p>12.5 EMD shall not carry any interest.</p> <p>Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of EMD. <u>In addition, offers direct from the manufacturer or their authorized agents are also exempted from submission of EMD.</u></p>	
13.	<p><u>PERFORMANCE SECURITY: Applicable</u></p> <p>13.1 Successful bidder awarded the contract should deposit 5% of the contract Value (Excluding Taxes) as performance security towards fulfilment of all contractual obligations, including warranty obligations.</p> <p>13.2 Performance Security is to be furnished within 14 days after issuance of Contract/PO and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including warranty obligations.</p> <p>13.3 Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <p>i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<ul style="list-style-type: none"> ii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL. iii. Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). v. Insurance Surety Bond. <p>Note:</p> <p>a) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>13.4 The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO.</p> <p>13.5 Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>13.6 The Performance Security shall not carry any interest.</p> <p>13.7 There is no exemption of Performance security deposit submission for MSE Vendors.</p>	
14.	<p><u>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</u></p> <p>14.1 The following shall amount to breach of contract:</p> <ul style="list-style-type: none"> I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. III. The Supplier/Vendor delivers equipment/ material not of the contracted quality. 	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<p>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract.</p> <p>In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p> <p>Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</p> <p>X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p>14.2 Remedies in case of Breach of Contract.</p> <p>i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<p>ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii) Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p style="padding-left: 40px;">a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p style="padding-left: 40px;">b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<p>required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p> <p><u>LD against delay in executed supply in case of Termination of Contract:</u></p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <p>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii. Let the value of executed supply till the time of termination of contract= X</p> <p>iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$</p> <p>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments												
15.	<p><u>BILL TO/ SHIP TO ADDRESS:</u></p> <p>Bill To: For all projects, Bill To address will be as below: Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar – 249403 GST No. 05AAACB4146P1ZL</p> <p>Ship To: Ship To address shall be as under:</p> <table border="1" data-bbox="298 646 1315 852"> <tr> <td>Project Name</td> <td>1X800MW Yamuna Nagar HPGCL</td> </tr> <tr> <td>Consignee Address</td> <td>OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO-PANSARA, YAMUNA NAGAR, HARYANA</td> </tr> </table>	Project Name	1X800MW Yamuna Nagar HPGCL	Consignee Address	OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO-PANSARA, YAMUNA NAGAR, HARYANA									
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16.	<p><u>GUARANTEE/WARRANTY:</u></p> <p>Guarantee shall be 36 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier. Guarantee certificate is to be provided along with shipping documents. Please confirm.</p> <p>In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required. Please confirm.</p> <p>Supplier shall be responsible for free replacement of defective equipment / material at our site without any additional cost to BHEL.</p>													
17.	<p><u>MICRO AND SMALL ENTERPRISES (MSE):</u></p> <p>Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1" data-bbox="272 1472 1325 1661"> <thead> <tr> <th>Type under MSE</th> <th>SC/ST owned</th> <th>Women owned</th> <th>Others (excluding SC/ ST & Women Owned)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office</p>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)											
Micro														
Small														

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	<p>of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>													
18.	<p><u>LIQUIDATED DAMAGE:</u></p> <p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p> <p>The date of GR / LR would be treated as the date of delivery for Liquidated Damages.</p>													
19.	<p><u>INTEGRITY PACT (IP): Applicable</u></p> <p>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor 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.</p> <table border="1" data-bbox="326 1528 1118 1696"> <thead> <tr> <th>Sl.</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2.</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3.</td> <td>Shri Mukesh Mittal, IRS (Retd.)</td> <td>iem3@bhel.in</td> </tr> </tbody> </table> <p>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.</p>	Sl.	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	
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	<p>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 the panel of IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note: <i>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 as per Clause no. 28 below.</i></p>	
20.	<p><u>PREFERENCE TO MAKE IN INDIA:</u></p> <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid.</p> <p><u>20.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</u></p> <ol style="list-style-type: none"> I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: - <ol style="list-style-type: none"> a. An entity incorporated established or registered in such a country; or b. A subsidiary of an entity incorporated established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or 	

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	<p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals. 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Note:</p> <ol style="list-style-type: none"> (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13. (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids. 	

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21.	<p><u>Settlement of Dispute</u></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p> <p>21.1 Conciliation:</p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p> <p>21.2 ARBITRATION:</p> <p>21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to</p>	

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	<p>interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Delhi International Arbitration Centre (DIAC) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>21.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.</p> <p>21.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to Delhi International Arbitration Centre (DIAC) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>21.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Haridwar.</p> <p>21.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar.</p> <p>21.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p>	

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	<p>21.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>21.2.9 In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>21.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p>21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.</p>	
22.	<p>JURISDICTION</p> <p>Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction Haridwar, Uttarakhand shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p>GOVERNING LAWS</p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	
23.	<p>Force Majeure</p> <p>23.1 "Force Majeure" shall mean circumstance which is:</p> <ul style="list-style-type: none"> a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, 	

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	<p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) is not substantially attributable to either of the parties</p> <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none"> i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc. <p>23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"> v) Constitute a default or breach of the Contract. 	

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	<p>vi) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>23.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>	
24.	<p>Non-Disclosure Agreement / Framework Confidentiality Agreement cum Undertaking:</p> <p>The total technical documents of Oil Module are in bulk in size as well as these documents are sensitive documents. Hence, these documents will be furnished to suppliers only against exchange of signed FCA (Framework Confidentiality Agreement) with BHEL.</p> <p>Suppliers may either submit signed FCA through email (diwakarv@bhel.in, ruchin@bhel.in) or direct to BHEL. Format of FCA along with the Overview of Oil Module (Doc. No.: 4-11939-S5811 Rev 01 dt. 05/03/2025) is enclosed with tender documents. The delay in submission of offer due to not submitting FCA will be to supplier account. BHEL will not responsible for the same. Kindly confirm.</p>	
25.	<p>Cartel Formation</p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
26.	<p>Fraud Prevention Policy</p> <p>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.</p>	

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27.	<p><u>Suspension of Business Dealings with Suppliers / Contractors:</u></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p>			
28.	<p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <table border="1" data-bbox="289 1157 1295 1381"> <tr> <td data-bbox="289 1157 808 1381"> <p>Mr. Diwakar Vikram Singh Designation: Sr. Engineer (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: diwakarv@bhel.in Tel: +91 1334 28 4175</p> </td> <td data-bbox="808 1157 1295 1381"> <p>Mr. Ruchin Gupta Designation: Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: ruchin@bhel.in</p> </td> </tr> </table>	<p>Mr. Diwakar Vikram Singh Designation: Sr. Engineer (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: diwakarv@bhel.in Tel: +91 1334 28 4175</p>	<p>Mr. Ruchin Gupta Designation: Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: ruchin@bhel.in</p>	
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29.	<p>Order of Precedence:</p> <p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> a. Amendments/Clarifications/Corrigenda etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. GeM GTC 			
30.	<p><u>Action against Bidder/vendor/supplier/contractor in case of default:</u></p> <p>In order to protect the commercial interests of BHEL, BHEL shall take action 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</p>			

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	<p>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.</p> <p>Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors.</p>	
31.	<p><u>Conflict of interest</u></p> <p>i. Bidders having a conflict of interest shall not be eligible to participate in the tender process.</p> <p>ii. In this regard, following declaration regarding 'conflict of interest' to be signed by the authorized signatory of the bidder:</p> <p>QUOTE</p> <p>Treatment of cases regarding conflict of interest:</p> <p>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:</p> <p>i. If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;</p> <p>ii. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;</p> <p>iii. Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</p> <p>iv. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</p> <p><u>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-</u></p>	

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	<p><u>submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</u></p> <p>In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p> <p>UNQUOTE</p>	
32.	<p><u>Special Condition:</u></p> <p>a) Material for Unit-1, Unit-2, Commissioning Spares and Mandatory Spares needs to be packed in separate boxes and same is required to be marked in Packing List and Packing Box (U-1 / U-2 / Commissioning Spares / Mandatory Spares with Bold Letters to be written on all sides of packing boxes).</p> <p>b) For Spares, the item description in packing list should be in accordance with the approved BBU with end customer (to be informed by BHEL).</p>	
33.	<p><u>Bidder Contact details:</u></p> <p>Please provide Contact details of your representative for techno-commercial clarifications: Mobile no. & Email id (minimum 2 person).</p>	<p>1. 2.</p>
34.	<p><u>Engineering Document approval:</u></p> <p>In case of order, you are required to submit Purchase order specific technical documents (i.e. drawings / data sheets / PIDs / Detailed Quality plan as called in specifications) within 30 days of placement of purchase order, to BHEL, for BHEL approval.</p> <p>BHEL will provide approval of the same within 30 days of receipt of documents, if complete and correct as per agreements before placement of purchase order. In case of delay on account of BHEL delivery shall be re-scheduled accordingly. Delay due to late submission shall be to supplier's account. Whereas delay in approval of documents shall be BHEL's account.</p> <p>Item should be manufactured as per specifications & approved documents from BHEL / end customer. Please confirm.</p>	
35.	<p><u>Uploading of invoice details on BHEL SUVIDHA portal: - Applicable</u></p> <p>For goods / works / services on Indian Suppliers / Contractors: Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ prior to dispatch / raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority.</p> <p><u>The Invoice will not be accepted in absence of the above.</u></p>	

Sl.	Terms Description	Supplier Acceptance/ Comments
36.	<p>Functional Test of Oil Module:</p> <p>Please note that as per B.4.II.Clause 3.1.11 of Oil Module Addendum Document No. 4-11939-J5600 Rev 01, Functional Test is in scope of bidder. Since Oil Purifier, Turbine Oil Cooler (TOC) and Changeover valve of Turbine Oil Cooler (Double Three-Way Valve) are not in Oil Module supplier's scope, Functional Test procedure 4-11939-U5800 and Scheme 1-11939-U5000 have undergone revision. Supplier to refer latest revisions of these documents. BHEL / BHEL's Customer reserves the right to witness the functional test at vendor's works. Functional test shall be conducted for each Oil Module Unit. <u>Please confirm that your quoted prices of Oil Module Unit are inclusive of Functional Test Charges.</u></p>	
37.	<p>Supervision of erection & commissioning:</p> <p>Please note that your competent representative is required for Supervision of commissioning of the equipment at our project sites.</p> <p>Please confirm to quote your charges for Supervision of Commissioning as follows:</p> <ul style="list-style-type: none"> • Supervision Charges per day including local conveyance, boarding & lodging charges (lumpsum charges per day including GST) • To & from travelling charges per visit (lumpsum charges per visit including GST) <p>Please note that for evaluation purpose charges for 7 working days at site in 2 visits shall be considered for each oil Module Unit. However, in case of PO, payment will be made on actual no of days & visits certified by BHEL's site / project authority.</p> <hr/> <p>Please provide your PAN No. and furnish the copy of your PAN card (Registration with income tax Department of India).</p> <hr/> <p>Please confirm to depute your representative for supervision of commissioning at our site, within 2 weeks from the date of intimation.</p> <p>Supplier has to provide check list of the activities to be completed before commissioning of oil module at site, immediately after dispatch of the material. BHEL will call for supervision with the confirmation of completion of all activities at site. Please confirm.</p>	
38.	<p>Interchangeability of Spares:</p> <p>All spares items of this enquiry (Mandatory / Commissioning Spares) for a project should be interchangeable with the Main Oil Module of respective project. Please confirm.</p>	
39.	<p>O&M Manuals:</p> <p>Please confirm to submit O&M manuals as per clause Nos. B.1.XI and D.3.II of Document No 4-11939-J5600 Rev 01. The Qty. of O&M Manuals to submitted as under:</p> <ul style="list-style-type: none"> • Two Nos. Hard Copies and One No. CD along with the package. • Fifteen Nos. Hard Copies and Two Nos. CDs to BHEL, Haridwar <p>Note: O&M Manuals shall consist of all assembly, operation and maintenance instructions; catalogues; P&IDs; GA drgs.; datasheets; cross-sectional drgs.; weights; erection guidelines etc. This shall also contain a list of all items installed in the Oil Module along with their KKS</p>	

Sl.	Terms Description	Supplier Acceptance/ Comments
	<p>codes, full model numbers, quantities etc. One no. O&M Manual in hard copy and one no. in soft copy shall be submitted to BHEL for approval of BHEL/its customer. Final submission to BHEL shall be made by Oil Module supplier after BHEL approval.</p>	
40.	<p>Recommended Spare Parts List:</p> <p>Please submit Recommended Spare Parts List for three years of operation along with drawings of all the equipment's / assemblies along with the cost.</p>	
41.	<p>Special Tools & Tackles:</p> <p>Please confirm to provide one set of special tools & tackles required for erection and commissioning & for subsequent normal operation.</p>	
42.	<p>Photographs of name plate / rating plate:</p> <p>Before dispatch of Oil Module from supplier's works, Oil Module supplier shall furnish photographs of name plate / rating plate against all main items as well as mandatory spares as per Purchase Order. This encompasses all mechanical and electrical items. These photographs shall be compiled in one document along with Name and KKS of item and submitted to BHEL. Please confirm.</p>	
43.	<p>NOTE:</p> <ol style="list-style-type: none"> 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in Techno-Commercial Terms and Conditions - Buyer Added Bid Specific Additional Terms & Conditions (ATC) and Technical specifications and requirements will lead to rejection of offer. 3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. 4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor. 	

Sl.	Terms Description	Supplier Acceptance/ Comments
44.	<p>Enclosure:</p> <p>Annexure-1: Check List.</p> <p>Annexure-2: Offer forwarding letter / tender submission letter</p> <p>Annexure-3: No Deviation Certificate</p> <p>Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings</p> <p>Annexure-5: Declaration by Authorized Signatory</p> <p>Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents</p> <p>Annexure-7: Non-Disclosure Certificate / Framework Confidentiality Agreement cum Undertaking</p> <p>Annexure-8: Integrity Pact</p> <p>Annexure-9: Declaration confirming knowledge about Site Conditions</p> <p>Annexure-10: Declaration reg. Related Firms & their areas of Activities</p> <p>Annexure-11: Declaration for relation in BHEL</p> <p>Annexure- 12: Declaration reg. minimum local content in line with revised public procurement</p> <p>Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017</p> <p>Annexure-14: Bank Account Details for E-Payment</p> <p>Annexure-15: Power of Attorney for submission of tender.</p> <p>Annexure-16: Proforma of Bank Guarantee for Earnest Money.</p> <p>Annexure-17: Proforma of Bank Guarantee for Performance Security.</p> <p>Annexure-18: List of Consortium Bank.</p> <p>Annexure-19: Declaration for treatment of cases regarding conflict of interest.</p>	

CHECK LIST

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	Name and Address of the Supplier		
B	GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD DETAILS		
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSE BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable/ Not Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable/ Not Applicable	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Applicable/ Not Applicable	YES / NO
v.	Submission of MSE certificate as specified in Tender	Applicable/ Not Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable/ Not Applicable	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable/ Not Applicable	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/Bankruptcy Proceedings as per Annexure – 4	Applicable/ Not Applicable	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure – 5	Applicable/ Not Applicable	YES / NO

x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable/ Not Applicable	YES / NO
xi.	Submission of Non-Disclosure Certificate as per Annexure – 7	Applicable/ Not Applicable	YES / NO
xii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8	Applicable/ Not Applicable	YES / NO
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure – 9	Applicable/ Not Applicable	YES / NO
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable/ Not Applicable	YES / NO
xv.	Declaration for relation in BHEL as per Annexure – 11	Applicable/ Not Applicable	YES / NO
xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable/ Not Applicable	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable/ Not Applicable	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure – 14	Applicable/ Not Applicable	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure – 15	Applicable/ Not Applicable	YES / NO
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 16	Applicable/ Not Applicable	YES / NO
xxi.	Proforma of Bank Guarantee for Performance Security as per Annexure – 17	Applicable/ Not Applicable	YES / NO
xxii.	List of Consortium Bank as per Annexure – 18	Applicable/ Not Applicable	YES / NO
xxiii.	Declaration for treatment of cases regarding conflict of interest as per Annexure – 19	Applicable/ Not Applicable	YES / NO

NOTE: Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

DATE:

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date:

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Tender Enquiry No:

Having examined the tender documents against your Tender Enquiry No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

----- To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) Tender Enquiry No:,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Tender Enquiry.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Tender Enquiry Specification No:

I/We, _____ declare that,

I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

----- To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) Tender Enquiry Specification No:

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above-mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) Tender Enquiry No. & Date:

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of Authorized
Signatory of the Bidder)**

Date:

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL Haridwar is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s

.....
who are submitting offer for providing services to BHEL Haridwar against Tender Enquiry No..... hereby undertake to comply with the following in line with Information Security Policy of Haridwar.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL Haridwar.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

INTEGRITY PACT

Between

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

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 Bharatiya Nyaya Sanhita (BNS) 2023 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' 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 Bharatiya Nyaya Sanhita (BNS) 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 (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

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 on receipt of any complaint by them from the bidder(s).

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 /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 role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.

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 Bharatiya Nyaya Sanhita (BNS)/ 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.

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. 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. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. 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.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place----- Date-----

Witness:_____

Witness:_____

(Name & Address) _____

(Name & Address) _____

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

----- To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions

Ref: 1) Tender Enquiry Specification No:

2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

**(Signature, Date & Seal of Authorized
Representative of the Bidder)**

Date:

Place:

DECLARATION

Date: _____

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: **Details of related firms and their area of activities**

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

----- To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Tender Enquiry Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/ Director(s) employed in BHEL

Tick (√) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii

.

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19TH
JULY, 2024 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 19th July, 2024 and subsequent order(s).

Ref: 1) Tender Enquiry Specification No:
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____
2. _____
3. _____
4. _____
- ...

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

** - *Strike out whichever is not applicable.*

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.

2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) Tender Enquiry Specification No:
2) All other pertinent issues till date

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 _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED)**
BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place :

5. 9 digit M ICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with.....vide Tender Enquiry

No: _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴(name of the Employer) through its Unit at(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]

..... having our Registered Office at

.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.

.....⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

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

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

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁵
- b. This Guarantee shall be valid up to⁶
- c. Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

1 Details of the Invitation to Bid/Notice Inviting

Tender 2

Name and Address of the Tenderer

3 Details of the Work 4

Name of the Employer 5

BG Amount in words and Figures

*6 Validity Date 7 Date of Expiry of
Claim Period*

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e., Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-

Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

BANK GUARANTEE FOR PERFORMANCE SECURITY

(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

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

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before _____⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities

under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of (Name of the Bank) Dated.....

Place of Issue.....

1

NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited 2

NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER. 3

DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE 4

CONTRACT VALUE 5

PROJECT/SUPPLY DETAILS 6

BG AMOUNT IN FIGURES AND WORDS 7

VALIDITY DATE 8

DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

LIST OF CONSORTIUM BANK

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

Declaration for treatment of cases regarding conflict of interest

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for treatment of cases regarding conflict of interest

Ref: Tender Reference No:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i. If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii. Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

(Signature of the authorized signatory of the bidder)