**Bharat Heavy Electricals Limited** Sub-Contracting (Turbine) HEEP, BHEL, Ranipur, Haridwar-249403 (Uttarakhand) Ph. No.: 01334-285166
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**NIT-NOTICE INVITING TENDER (OPEN TENDER IN TWO PART BID) THROUGH BHEL E-PROCUREMENT PORTAL**

**TENDER REFERENCE NO.: X/6600/2024/0363/O/1**

**Salient Details of Notice Inviting Tender (NIT)**

| Sl. No. | Issue | Description |
|---|---|---|
| 1 | Item details | |

| SN | Item | Drg. No. | Qty. |
|---|---|---|---|
| 1 | SEALING RING IN SIX PARTS | 2105285650100 | 28 No |
| 2 | SL RING IN EIGHT PARTS(8X59.5) | 2105295040100 | 20 No |
| 3 | SEALING RING (IN EIGHT PARTS) | 2105295060100 | 24 No |
| 4 | SL RING IN EIGHT PARTS(8X59.5) | 210529561010 | 13 No |
| 5 | SL RING IN EIGHT PARTS(8X59.5) | 210529562010 | 26 No |
| 6 | SL RING IN EIGHT PARTS(8X44.5) | 210529563010 | 13 No |
| 7 | SL RING IN EIGHT PARTS(8X59.5) | 210529564010 | 4 No |

| | | |
|---|---|---|
| 2 | Issue of Tender documents | From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission) |
| 3 | Due date of offer submission | **Date: 16-06-2025 Time: 13:45 Hrs.**<br>***https://eprocurebhel.co.in/nicgep/app***<br>***Offer to be submitted in online only through e-procurement Portal.***<br>(Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification etc. before submitting offer). |
| 4 | Opening of Tender (Techno-Commercial Bid) | **Date: 16-06-2025 Time: 16.00 Hrs.**<br>Note: *This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the opening online only.* |
| 5 | Latest updates | Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata,<br>Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information. |

Please submit your offer only for the above requirement subject to compliance of all **Buyer Added Bid Specific Additional Terms & Conditions (ATC), Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC)**. Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for latest revision of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.

A Valid MSE certificate such as Udyam Registration issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs). As per the OM No. F. No. 1(2)(1)/2016-MA dated. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

*Drawings of Tender items and other documents will be provided only after receipt of Non-Disclosure Agreement (Duly filled, signed and stamped, on each pages) by the vendor. Vendor can provide scanned copy of Non-Disclosure Agreement through e-mail and ask for drawings & documents well before opening date and time of enquiry. BHEL*
*Haridwar registered vendors are exempted for submission of Non-Disclosure Agreement. Format of Non-Disclosure Agreement is attached with tender document.*

**E-Procurement Portal Inputs**

Procedure for Submission of Offer for E–Tender procedure for Submission of Tender is available in the "Bidder Manual for BHEL Bidders" at E-tender portal https://eprocurebhel.co.in/nicgep/app.
Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

**Hardware and Software requirements for participating in e-tender**

Please refer the website for the minimum system requirements and setting document for Bidders under the link: https://eprocurebhel.co.in/nicgep/app

**Digital Signature**

Bidders against tender will necessarily have to obtain class – III DSCs. Procedure for application available on www.bhel.com.To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website http://www.bhel.com/home.php/Tender Notifications/Sample Checklist.

**NIC portal Helpdesk Contacts**

For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002
0120-4200 462
0120-4001 005
0120-6277 787
International bidders are requested to prefix 91 as country code
Email Support

A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority.
B) For Technical support**:** eproc@nic.in

**Note:** Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.

**SPECIAL NOTE:** All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for incomplete documents.

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

**ESSENTIAL INSTRUCTIONS FOR BID SUBMISSION**

**Clause 1.0 – Tender submission and opening**

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

a) Part-I (Cover I) : 1. Pre-Qualifying Requirement (PQR) duly filled and required documents as asked in PQR.

2. Techno-Commercial Bid. Techno-Commercial Terms & Conditions as per special terms and conditions, Buyer Added Bid Specific Additional Terms & Conditions (ATC) along with various applicable annexures should be filled by vendor and submitted along with part-1 of tender enquiry.

3. Earnest money deposit (EMD) applicable (Rs. 6,00,000.00, Rupees Six Lacs). MSEs or Startups as recognized by DPIIT are exempted from submission of EMD.

4. Dully Filled and signed/stamped Integrity Pact (IP).

5. Replica of price bid (un-priced quotation) must be enclosed with part-1 of tender enquiry.

6. Valid MSE certificate applicable for Micro and small Enterprises as mentioned in Tender Enquiry.

7. Any other related documents.

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

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

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

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

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

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

**Clause No. 2.0:**
**As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)**

**Clause No. 3.0:**
**The offers of the bidders who are on the debarred list and also the offer of the bidders, who engage the services of the debarred firm, shall be rejected. The list of debarred firms is available on BHEL website** www.bhel.com.

**Special Terms & conditions of Tender Enquiry:**

1. **Loading Criteria:**

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

b) Prices should be quoted on F.O.R. Destination basis. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids. In case BHEL accepts the EX-Works, prices such offers will be loaded with actual freight charges as per BHEL freight rate contract.

c) Please quote your rates on FOR destination basis. However, the insurance will be arranged by BHEL. You can dispatch goods through any Indian Bank Association approved transporters having their branch at Haridwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at https://hwr.bhel.com/bhelweb/Home.jsp." If any bidder still quotes on other than FOR destination basis, then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available with BHEL.

d) Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows:

(a) Loading will be done @ Base rate of SBI + 6% (per annum) of basic cost of the items as per table mentioned under the clause 'Payment Terms' in GISTC.

(b)The base rate of SBI shall be considered as applicable on 31st March of preceding year from tender due date.

**2.** Material should come back within one year positively from the date of challan against which material was sent to sub-contractor. In case material is not returned within 12 months period, applicable GST with interest from the date of challan shall become payable on expiry of one-year period and the applicable GST with interest will be debited from sub-contractor account.

**3.** In case quantity is non-divisible in nature, the contract for such quantity will be awarded to L1 bidder. In such cases quantity shall not be counter offered to MSE bidders.

**4. Treatment of offers submitted by Agents:**

a) Either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both.
b) In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
c) The agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.
d) The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects should be followed:

i) The manufacturer should meet the PQR requirement as defined in the tender.
ii) Manufacturer and bidder should Jointly confirm Guarantee for the Quality of product and timely delivery as stipulated in the NIT.

e) BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockiest not registered specifically

etc. are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

5. **Without explicit written permission from BHEL, Haridwar:**
   a) Vendors shall not pass on any Drawings/Documents or its contents/copy in any form which are being supplied by BHEL Haridwar with the Enquiry/Sub-Contract Order to any other party.

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

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

   d) It shall be ensured that the material is procured (in case of party material) from BHEL approved supplier along with correlated test certificates. No waival shall be acceptable in this. In case the repeat testing is required, it should be done at NABL accredited labs only. Failing above, BHEL Haridwar shall have the right to take necessary action (including legal action also) and/or impose the penalty, as deemed fit.

6. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case, vendor will be informed accordingly.

7. Prices shall be furnished all items of package as per tender terms & conditions. ***Else, the bid is liable for rejection***. Quotation must be clearly legible.

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

9. Any item not included in this tender quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.

10. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the bidders. These clarifications will be communicated to the vendors through e-mail. The bidders will be given sufficient time to respond the clarifications.

    ***The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.***

11. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact bid (if applicable).

12. The quantity may undergo change at the time of ordering.

13. No standard gauges up to M42 shall be provided by BHEL.

14. All enclosures must be sent with the quotation with seal and signature.

15. In case of rejection, total material cost along with other commercial overheads will be recovered from Vendor.

16. For each supply, vendors are requested to raise separate Invoice along with Running Tally sheet (RTS), GST compliance Certificate, Copy of BHEL GST challan, Material receiving (Material sent by BHEL at vendor's work) document at vendor's works & Guarantee certificate. In case vendor will not submit material receiving document, then GST challan date mentioned in GST challan shall be considered as material receiving date at vendor's work. All invoices must be submitted in AIX-Turbine, BHEL Haridwar for further payment processing.

**17.** Mandatory e-invoice if turnover of vendor / contractor is more than Rs. 5 crores in any preceding financial year from 2017-18 onwards as per notification no. 10/2023-central tax w.e.f. 01.08.2023). also, invoice must include INR and QR code on tax invoice or declaration by vendor/contractor if turnover in any preceding financial year from 2017-18 onwards is less than Rs. 5 crores.

**18.** In case the vendor/contractor delays or fails to provide all the documents as per the purchase order/ work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/ contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.

**19.** Material shall be sent to sub-contractor against Bank Guarantee and Indemnity Bond. In case of rejection/non-delivery of material, material cost shall be recovered from sub-contractor by BHEL.

**20.** Where Bank Guarantee and Indemnity Bond clause not accepted by vendor, BHEL may ignore the offer of vendors.

**21.** Prices quoted should not be more than the prices quoted to any other BHEL units/offices/ divisions.

**22.** In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in Part-I.

**23.** 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.

**24.** The material issued to sub-contractor as free issue material for machining/machining & assembly/ coating operations shall remain the property of BHEL, Hardwar. The sub-contractor shall use the materials only for BHEL contract and for no other purpose whatsoever. The sub-contractor shall be liable for the loss or damage to above material from whatsoever cause happening while such material is in the possession or under the control of the sub-contractor. All the materials of BHEL, Haridwar shall under no circumstances be hypothecated to any Bank or to any lending institution or to any Party whatsoever. It should not also be shown as the sub-contractor's assets in any of the statements of sub-contractor to any party. The sub-contractor shall produce document for the free issue material supplied to them to BHEL officials visiting the sub-contractor's unit for verifications/inspection purposes at any time. If sub-contractor fails to produce or properly account for the material so issued, BHEL Haridwar will take further action as deemed fit including the recovery of the value of material as per BHEL norms from the sub-contractor's running bills/ encash sub-contractor's Bank Guarantee/ Indemnity Bond (IB).

**25. Action against Bidders / vendor / supplier / contractor in case of default:**

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

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

**26.** "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, 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".

**Date :**
**Signature :**
**Name :**
**Designation :**
**Department :**
**M/s**

# UN-PRICE BID

Quotation no……..……..……Dated……..……..

| Sr. No. | Description | Drawing No. | Raw Material By (i.e. Forging/ Round) | Coating material/Deposit raw material | Qty (No) | Quoted/Not Quoted |
|---|---|---|---|---|---|---|
| 1 | SEALING RING IN SIX PARTS | 2105285650100 | BHEL | Vendor | 28 | |
| 2 | SL RING IN EIGHT PARTS(8X59.5) | 2105295040100 | BHEL | Vendor | 20 | |
| 3 | SEALING RING (IN EIGHT PARTS) | 2105295060100 | BHEL | Vendor | 24 | |
| 4 | SL RING IN EIGHT PARTS(8X59.5) | 210529561010 | BHEL | Vendor | 13 | |
| 5 | SL RING IN EIGHT PARTS(8X59.5) | 210529562010 | BHEL | Vendor | 26 | |
| 6 | SL RING IN EIGHT PARTS(8X44.5) | 210529563010 | BHEL | Vendor | 13 | |
| 7 | SL RING IN EIGHT PARTS(8X59.5) | 210529564010 | BHEL | Vendor | 4 | |

**Note: 1) Abradable coating shall be carried out as per TS No. 41052856901.**
**2) Suitable test sample will be provided by BHEL for process qualification.**
**3) Packing & Conservation, Labelling & Masking as per Addendum-1.**

Seal and Signature of vendor

**BHARAT HEAVY ELECTRICALS LIMITED**
**HARIDWAR-249403.**

**Buyer Added Bid Specific Additional Terms & Conditions (ATC)**

**Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical bid.**

***Any deviation to the below mentioned terms shall be stated specifically in the comments 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 No | BHEL Requirements | Supplier Acceptance/ Comments |
|---|---|---|
| 01 | **Pre-Qualification Criteria:**<br>1.1 Technical/ PQR (attached)<br>1.2 Integrity Pact- **Applicable**<br>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.<br>**Explanatory Notes for the PQR (Pre-Qualifying Requirements):**<br>**i.** 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.<br>**ii.** Price Bids of only those bidders shall be opened who stand qualified after compliance of **PQR.** | |
| 02 | **Scope of Supply/Work**:<br>• Complete Abradable Coating shall be carried out as per TS No. 41052856901.<br>• Suitable test sample will be provided by BHEL for process qualification. | |
| 03 | **PRICE BASIS:**<br>Price in INR should be quoted for F.O.R. DESTINATION delivery to BHEL Haridwar.<br>GSTIN: 05AAACB4146P1ZL. | |
| 04 | **TAXES & DUTIES:**<br>**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).<br>However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.<br>**4.2 GST (Goods and Services Tax)**<br>**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 exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. 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.<br>**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.<br>**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.

**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.

**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.

**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.

**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.

**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: -

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.
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.
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.
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.
g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

**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.

**4.2.10** TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

**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.

**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.

**4.2.13** In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/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.

**4.2.14** Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance 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.

| | | |
|---|---|---|
| | **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.<br><br>**4.2.16 Variation in Taxes & Duties:**<br><br>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.<br>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.<br>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.<br><br>**4.3 Income Tax:**<br><br>**TDS/TCS** as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.<br><br>**4.4 Supplier HSN Code & Applicable GST % (**To be filled by Supplier**) _____** | |
| **05** | **MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Not Applicable** | |
| **06** | **INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS:**<br><br>BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third-party test shall be final and binding on the Supplier/Vendor.<br><br>BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.<br><br>Vendor should raise inspection call for BHEL / TPI inspection at least 4 days in advance to the planned date of inspection. if customer inspection is envisaged at vendor's works, vendor should give inspection call at least 7 days in advance to the planned date of inspection. | |
| **07** | **DELIVERY:**<br><br>Within 120 days of receipt of materials from BHEL Haridwar at vendor's works.<br><br>**NOTE:**<br>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 Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor. | |
| **08** | **TRANSIT INSURANCE:**<br>Transit Insurance of material is in BHEL scope.<br>A. **Transportation of BHEL Material:**<br>By BHEL at vendor works on freight paid basis.<br>B. **Delivery basis:**<br>Delivery of finished item must essentially be FOR BHEL Haridwar basis. Freight for sending finished components from vendor works to BHEL Haridwar shall be borne by vendor at its own cost & responsibility. | |
| **09** | **PAYMENT TERMS:**<br>**a) Payment:**<br>90% payment will be done after receipt and acceptance of items in HEEP, BHEL, Haridwar and balance 10% payment will be done after final accountal of materials (i.e. Scrap Accountal). Currency of payment will be Indian Rupees (₹). Quotation containing payment term other than above, is liable to be rejected.<br><br>The payment shall be made within no. of days as defined in the below table from appointed day | |

| Type of Bidder | Within Number of Days |
|---|---|
| Micro & Small Enterprises (MSEs) | 45 Days |
| Medium Enterprises | 60 Days |
| Non MSME | 90 Days |

**Appointed day means**

• The day of delivery of material (i.e. CISF stamp Date), subject to submission of non-discrepant documents by vendor as per Purchase Order.

or

• Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier.

However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.

**b) NO INTEREST PAYABLE TO CONTRACTOR**

No interest shall be payable on the security deposit or any other money due to the Supplier.

**10** **DOCUMENTS REQUIRED FOR BILL PROCESSING:**

The following documents are required to be sent with Material Dispatch/Billing Documents:

- Original Tax Invoice in Triplicate (As per Cl. No. 4 above).
- Guarantee Certificate
- Inspection Report
- GST compliance certificate
- Running Tally sheet

**11** **BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION AND OTHER PURPOSE:**

For Electronic Fund Transfer the details are as below:
a) Name of the Beneficiary: Bharat Heavy Electricals Limited
b) Bank Particulars:

Name of the Company - BHARAT HEAVY ELECTRICALS LTD.
Address of the company – HEEP Haridwar 249403
Name of the bank - STATE BANK OF INDIA
Bank branch - RANIPUR BRANCH
City HARIDWAR
Branch code - 000586
Account Number – 10667995458
Account type - CC
IFSC code - SBIN0000586
MICR code – 249002005

**12** **EARNEST MONEY DEPOSIT**: Applicable (**EMD Amount Rs. 6,00,000.00**)

**12.1** Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

i EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.

ii The EMD up to an amount of Rs. 6,00,000.00 is to be paid only in the following forms:
a) Electronic Fund Transfer credited in BHEL account (before tender opening).
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).
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.
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.
e) **Insurance Surety Bonds.**
In case the EMD is more than Rs. Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in the prescribed format. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

iii No other form of EMD remittance shall be acceptable to BHEL.

**12.2** EMD by the Bidder will be forfeited as per NIT conditions, if:

| | | |
|---|---|---|
| | 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.<br>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<br><br>**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.<br><br>**12.4** EMD of successful Bidder shall be refunded on conclusion of the order/ receipt of a performance security as mentioned in NIT.<br><br>**12.5 EMD shall not carry any interest.**<br><br>**12.6** MSE / KVIC / ACASH / WDO / Colr Board / TRIFED / Kendriya Bhandar / Turnover above 500 Cr / BIS License holders / Central PSU / State PSU / Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of EMD. | |
| **13** | **PERFORMANCE SECURITY:** Applicable<br><br>**13.1** Successful bidder awarded the contract should deposit 10% of the contract value as performance security towards fulfilment of all contractual obligations, including warranty obligations.<br><br>**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.<br><br>**13.3 Modes of deposit:**<br><br>a) Performance security may be furnished in the following forms:<br><br>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<br>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.<br>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).<br>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).<br>v. Insurance Surety Bond.<br><br>Note: 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.<br><br>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.<br><br>**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.<br><br>**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.<br><br>**13.6** The Performance Security shall not carry any interest.<br><br>**13.7** There is no exemption of Performance security deposit submission for MSE Vendors. | |
| **14** | **BREACH OF CONTRACT, REMEDIES AND TERMINATION:**<br><br>**14.1** The following shall amount to breach of contract:<br><br>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.

IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.

V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

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.

VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. 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.

IX. 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.

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.

**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.
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.

**14.2 Remedies in case of Breach of Contract.**

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.

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.

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:

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.

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:

a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

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.

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.

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 required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

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.

**Note:**

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:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(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.

**LD against delay in executed supply in case of Termination of Contract**:

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.

Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.

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

ii. **Let the value of executed supply till the time of termination of contract= X**

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

iv. Delay in executed supply attributable to Supplier/Vendor i.e. T2=[1-(X/Y)] x T1

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.

**15**

| **BILL TO ADDRESS:** | **SHIP TO ADDRESS:** |
|---|---|
| To<br>Manager (AIX-Turbine)<br>HEEP Haridwar<br>Uttrakhand-249403 | To<br>Manager (Store)<br>HEEP Haridwar<br>Uttrakhand-249403 |

**16**

**GUARANTEE/WARRANTY**:

Guarantee period for Supply of material shall be 18 calendar months from the date of last dispatch.

Vendor should submit Guarantee Certificate along with each supply of components. Components shall warrant for requirements as per BHEL drawings and other technical conditions. If the same are found defective owing to faulty workmanship/incomplete work within a period of 18 Months from the date of receipt, the supplier shall make good of it / replace/ repair/ complete the same free of cost. If rework/ repairing/Completion etc. is done by BHEL, the charges for same shall be deducted from the Sub-Contractor account.

**17**

**MICRO AND SMALL ENTERPRISES (MSE):**

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.

| Type under MSE | UDYAM No | SC/ST Owned | Women Owned | Others (Excluding SC/ST/Women) |
|---|---|---|---|---|
| Micro | | | | |
| Small | | | | |

Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

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 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 NIC 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.

**18** **LIQUIDATED DAMAGE:**

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.

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.

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.

**19** **INTEGRITY PACT (IP):** Applicable

**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.

| Sl No | IEM | E Mail |
|---|---|---|
| 1 | Shri Otem Dai, IAS (Retd.) | iem1@bhel.in |
| 2 | Shri Bishwamitra Pandey, IRAS (Retd.) | iem2@bhel.in |
| 3 | Shri Mukesh Mittal, IRS (Retd.) | iem3@bhel.in |

**b)** The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

**c)** Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**
*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 28 below.*

**20** **PREFERENCE TO MAKE IN INDIA:**

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 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the Bid, the same shall be applicable even if issued after issue of this Bid, but before opening of Part-II bids against this Bid.

For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant, and in case of defaults, penalty upto 10% of the contract value shall be imposed.

**20.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:**

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.<br><br>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -<br>a. An entity incorporated established or registered in such a country; or<br>b. A subsidiary of an entity incorporated established or registered in such a country; or<br>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or<br>d. An entity whose beneficial owner is situated in such a country; or<br>e. An Indian (or other) agent of such an entity; or<br>f. A natural person who is a citizen of such a country; or<br>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.<br><br>IV. The beneficial owner for the purpose of (III) above will be as under:<br><br>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.<br><br>Explanation<br><br>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.<br>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.<br><br>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.<br>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.<br>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;<br>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.<br>(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.<br>(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 | |
| **21** | **Settlement of Dispute:**<br>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.<br><br>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 | |

**21.1 Conciliation:**

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 as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

**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.

**21.2 ARBITRATION:**

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 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.

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 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.

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 the Arbitral Institution- **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 **Delhi International Arbitration Centre (DIAC)-**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.

21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

21.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be **Haridwar.**

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.**

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.

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.

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.

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| | 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 14.2.9. 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.<br><br>**21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**<br><br>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 | |
| **22** | **JURISDICTION**<br>Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Haridwar, Uttarakhand shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.<br>**GOVERNING LAWS `1**<br>The contract shall be governed by the Law for the time being in force in the Republic of India. | |
| **23** | **FORCE MAJEURE**<br>23.1 "Force Majeure" shall mean circumstance which is:<br>a) beyond control of either of the parties to contract,<br>b) either of the parties could not reasonably have provided against the event before entering into the contract,<br>c) having arisen, either of the parties could not reasonably have avoided or overcome, and<br>d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to:<br>i. War, hostilities, invasion, act of foreign enemies.<br>ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.<br>iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.<br>iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.<br>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.<br>vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.<br>vii. Epidemic, pandemic etc.<br><br>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.<br><br>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.<br><br>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.<br><br>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not<br><br>i) Constitute a default or breach of the Contract.<br>ii) 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.<br>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. | |

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| **24** | **Non-Disclosure Agreement:**<br>The bidders shall enter into the Non-disclosure agreement separately. | |
| **25** | **Cartel Formation**<br>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. | |
| **26** | **Fraud Prevention Policy**<br>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. | |
| **27** | **Suspension of Business Dealings with Suppliers / Contractors:**<br>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 website www.bhel.com.<br><br>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, mal-practices, 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. | |
| **28** | 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-<br><br>**Amit Kumar/Manager (AIX-T)**<br>Email ID: amit.garg@bhel.in<br>Landline: 01334-285623<br>Mobile: 9815344974<br><br>**Sudip Kumar Srivastava/Sr. Manager (AIX-T)**<br>Email ID: sudip@bhel.in<br>Landline: 01334-285497<br>Mobile: 9760560821 | |
| **29** | **Order of Precedence:**<br>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:<br><br>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.<br>b. Buyer Added Bid Specific ATC<br>c. Special conditions of the contract<br>c. Technical Conditions of Contract (TCC)<br>d. GISTC | |
| **30** | **Quality Requirements:**<br>• Ordering shall be done on BHEL Haridwar accepted sub-contractors only.<br>• Inspection by BHEL/BHEL nominated inspection agency as per drawing and quality plan requirements.<br>• **Process qualification and manufacturing plan**: BHEL will witness and approve the process qualification and manufacturing plan, complying with BHEL drawing and specification requirement which is to be followed for coating on actual components.<br>• **Sub-contractor has to submit quality plan for BHEL approval, which is to be followed.**<br>• All party material to be procured from BHEL approved sources only.<br>• Vendor should provide a summary sheet of documents for correlation.<br>• Vendor should mention relevant QP clauses on all reports for every lot. | |
| **31** | **Scrap:**<br>Scrap generated during the machining operation is to be retained by the vendor free of cost (Treated as Deemed Sales) and vendor must adjust/pass on the benefit to BHEL while quoting the rates. Scrap generated during the machining operation is non-chargeable, only GST and applicable taxes on scrap value will be recovered from vendor's end. The scrap rate will be calculated based on the monthly market scrap price | |

| | | |
|---|---|---|
| | Published in MSTC Bulletin/any other document under category of scrap. The difference between raw material weight and finalized weight shall be considered for the calculation of scrap generation. | |
| **32** | **Validity:**<br>Validity of the offer should be minimum 120 days from tender opening date. | |
| **33** | **Order Acknowledgement (If order awarded):**<br>In case order acknowledgement is not received within 7 days, purchase order will be deemed to be accepted by vendor. | |
| **34** | **Submission of Bank Guarantee and Indemnity bond for free issue material:**<br>Bank Guarantee (BG) of value Rs. 8.71 Lacs and Indemnity Bond (IB) of value Rs. 1.66 crore in BHEL prescribed format should be submitted. Without submission of Bank Guarantee and Indemnity Bond, materials shall not be handed over to vendor. (The value of Bank Guarantee and Indemnity Bond is for complete quantities of all items of the enquiry. The vendor has to submit the Bank Guarantee and Indemnity Bond for the value of item quantities issued/ordered on him, which will be communicated to vendor separately after placement of order). BHEL reserves the right to ask for the Bank Guarantee and Indemnity Bond for increased amount depending upon the material availability with the SUB-CONTRACTOR from time to time. | |
| **35** | **Conflict of interest:**<br>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified**. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:<br>a) they have controlling partner (s) in common; **or**<br>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or<br>c) they have the same legal representative/agent for purposes of this bid; **or**<br>d) they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder</u>; **or**<br>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; **or**</u><br>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; **or**<br>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**<br>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business. " | |
| **36** | **Compliances of GISTC:**<br>Bidder/Vendor has to ensure the submission of their offer for Tender Enquiry only after the compliances of BHEL Haridwar's Buyer Added Bid Specific Additional Terms & Conditions, Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries | |
| **37** | **Reverse Auction:**<br>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on https://www.bhel.com/sites/default/files/Guidelines%20for%20Reverse%20Auction%20-%202024.pdf for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened. same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. | |
| **38** | **Method of Evaluation:** Item wise bid evaluation. | |
| **39** | Details of Contact Person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned. | |

| | | |
|---|---|---|
| **40** | **Packing & Conservation, Labelling & Masking:**<br>Packing & Conservation, Labelling & Masking as per Addendum-1 | |
| **41** | **Note:**<br>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.<br>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 - ATC, will lead to rejection of offer.<br>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.<br>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.<br>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.<br>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. | |
| **42** | **Enclosure:**<br>Annexure-1: Check List.<br>Annexure-2: Offer forwarding letter / tender submission letter<br>Annexure-3: No Deviation Certificate<br>Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings<br>Annexure-5: Declaration by Authorized Signatory<br>Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents<br>Annexure-8: Integrity Pact<br>Annexure-10: Declaration reg. Related Firms & their areas of Activities<br>Annexure-11: Declaration for relation in BHEL<br>Annexure- 12: Declaration reg. minimum local content in line with revised public procurement<br>Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017<br>Annexure-14: Bank Account Details for E-Payment<br>Annexure-15: Power of Attorney for submission of tender.<br>Annexure-16: Proforma of Bank Guarantee for Earnest Money.<br>Annexure-17: Proforma of Bank Guarantee for Performance Security.<br>Annexure-18: List of Consortium Bank. | |

Vendor's Signature and seal

**ANNEXURE- 1**

**CHECK LIST**

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

Tender Reference No.: **X/6600/2024/0363/O/1**

| | | | |
|---|---|---|---|
| A | Name and Address of the Supplier | | |
| B | GSTN No. of the Supplier (Place of Execution of Contract / Purchase Order) | | |
| C | Details of Contact person for this Tender | Name: Mr./ Ms.<br>Designation:<br>Telephone No:<br>Mobile No:<br>Email ID: | |
| D | EMD DETAILS | Applicable | |
| E | DESCRIPTION | APPLICABILITY (BY BHEL) | ENCLOSED 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 | Copy of PAN Card & GST registration | Applicable/ ~~Not Applicable~~ | YES / NO |
| iv | Submission of MSE certificate as specified in Tender | Applicable/ ~~Not Applicable~~ | YES / NO |
| v | Offer forwarding letter / tender submission letter as per Annexure – 2 | Applicable/ ~~Not Applicable~~ | YES / NO |
| vi | Submission of Certificate of No Deviation as per Annexure – 3 | Applicable/ ~~Not Applicable~~ | YES / NO |
| vii | Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4 | Applicable/ ~~Not Applicable~~ | YES / NO |
| viii | Declaration by Authorized Signatory as per Annexure – 5 | Applicable/ ~~Not Applicable~~ | YES / NO |
| ix | Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6 | Applicable/ ~~Not Applicable~~ | YES / NO |
| x | Submission of Integrity Pact as specified in Tender as per Annexure – 8 | Applicable/ ~~Not Applicable~~ | YES / NO |
| xi | Declaration reg. Related Firms & their areas of Activities as per Annexure – 10 | Applicable/ ~~Not Applicable~~ | YES / NO |
| xii | Declaration for relation in BHEL as per Annexure – 11 | Applicable/ ~~Not Applicable~~ | YES / NO |
| xiii | Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12 | Applicable/ ~~Not Applicable~~ | YES / NO |
| xiv | Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13 | Applicable/ ~~Not Applicable~~ | YES / NO |
| xv | Bank Account Details for E-Payment as per Annexure – 14 | Applicable/ ~~Not Applicable~~ | YES / NO |

| | | | |
|---|---|---|---|
| xvi | Power of Attorney for submission of tender as per Annexure – 15 | Applicable/ ~~Not Applicable~~ | YES / NO |
| xvii | Proforma of Bank Guarantee for Earnest Money as per Annexure – 16 | Applicable/ ~~Not Applicable~~ | YES / NO |
| xviii | Bank Guarantee for security deposit- As per Annexure-17 | Applicable/ ~~Not Applicable~~ | YES / NO |
| xix | List of Consortium Bank- As per Annexure-18 | ~~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)

**ANNEXURE - 2**

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

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

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Offer Reference No.: ……. Date: ……

To,
Manager / AIX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-285623, Email: amit.garg@bhel.in

Dear Sir,

Sub: Submission of Offer against Tender Reference No.: **X/6600/2024/0363/O/1**

Having examined the tender documents against your Tender Reference No. ……..dt……. 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 ……, 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 'Security Deposit' 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:

**ANNEXURE- 3**

**CERTIFICATE OF NO DEVIATION**
(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

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To,

Manager / AIX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-285623, Email: amit.garg@bhel.in

Dear Sir,

Subject: No Deviation Certificate

Ref:
1) Tender Reference No.: **X/6600/2024/0363/O/1**
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 Bid.

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:

**ANNEXURE- 4**

**UNDERTAKING**

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

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To,

Manager / AIX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-285623, Email: amit.garg@bhel.in

Dear Sir/Madam,

Sub: **DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

Ref: Tender Reference No.: **X/6600/2024/0363/O/1**

I/We, declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

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

Place:
Date:

**ANNEXURE – 5**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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To,

Manager / AIX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-285623, Email: amit.garg@bhel.in

Dear Sir,

Sub: **Declaration by Authorized Signatory**

Ref:
1) Tender Reference No.: **X/6600/2024/0363/O/1**
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 authorized 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

**ANNEXURE – 6**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

---

To,

Manager / AIX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-285623, Email: amit.garg@bhel.in

Dear Sir,

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

Ref :
1) Tender Reference No.: **X/6600/2024/0363/O/1**
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:

**ANNEXURE – 10**

**DECLARATION**

Date:

To,

Manager / AIX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-285623, Email: amit.garg@bhel.in

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 | |
| 3 | | |

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:

**ANNEXURE – 11**

**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)

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To,

Manager / AIX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-285623, Email: amit.garg@bhel.in

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref:
1) **Tender Reference No.: X/6600/2024/0363/O/1**

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

**Tick (√) any one as applicable:**

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

OR

2. The Proprietor, 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.

**ANNEXURE – 12**

**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)

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To,
Sr. Engineer / AIX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-285623, Email: amit.garg@bhel.in

Dear Sir,
Sub: **Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).**

Ref:
1) Tender Reference No.: **X/6600/2024/0363/O/1**
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by ----------

(supplier name) 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 19.07.2024 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 practicing 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.

**ANNEXURE – 13**

**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,

Manager / AIX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-285623, Email: amit.garg@bhel.in

Dear Sir,

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

Ref:
1) Tender Reference No.: **X/6600/2024/0363/O/1**
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.

**ANNEXURE – 14**

**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

**ANNEXURE – 15**

**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, Works Contracts Management (WCM), in connection with ……vide**……**

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

**ANNEXURE – 16**

**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 at ……[2] (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of…….[3] invited by ……[4].(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 of .....[5]
..... 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 the ……. [7] we shall be discharged from all liabilities under this 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 to ……[6]

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.

**ANNEXURE – 17**

**BANK GUARANTEE FOR SECURITY DEPOSIT**
(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……dated ……[3] valued at Rs……[4] (Rupees ---------- -------) / FC……(in words……..) for ……[5] (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 the ……bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ 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.

We ……..BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said 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 the ……[8] we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

a. The liability of the Bank under this Guarantee shall not exceed…… [6]

b. This Guarantee shall be valid up to ……[7]

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.

**ANNEXURE – 18**

## 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 |

| HARIDWAR | PRE-QUALIFICATION REQUIREMENTS<br>ITEM: Abradable Coating | PQR No. STE-MTE-01 |
|---|---|---|

**Technical Pre-Qualification Requirements for Abradable Coating**

| PQR Clause | Requirements | Documents to be submitted | Vendors Reply |
|---|---|---|---|
| 1 | Vendor must have experience of carrying out abradable coating on high alloy steel. Vendor must have successfully supplied against at least one order for abradable coating during last 7 years on offer submission date. | Copy of purchase order, test certificate of coating covering powder and base material details, copy of invoice | |
| 2 | Vendor must have in house facility for thermal spray (flame spray) coating for carrying out abradable coating on forged rings. Vendor to submit details of in-house facility required for carrying out abradable coating using thermal spray process. | Details of in-house facility for thermal spray (flame spray) | |
| 3 | Process qualification is required to be done before start of abradable coating on actual component. Vendor to study the enquiry specification and agree for carrying out process qualification. Samples are to be coated in presence of BHEL/BHEL Authorized inspection agency as per details given in specification. Duly identified samples are to be tested at NABL approved lab. Coating on actual components shall be carried out after BHEL written acceptance of process qualification results. Vendor to note and agree for compliance of the same. | Vendor's confirmation is required | |

| Prepared by | | Checked by | | Approved by | |
|---|---|---|---|---|---|
| 20/11/2023 | 20/11/23 | 23/11/23 | 23/11/23 | 23/11/2023 | 23/11/23 |
| Dinesh Gond<br>(Manager / STE-TE) | Ranjeet Kumar<br>(Manager / MTE) | Alok Kumar Singh<br>(Sr. DGM / STE-TE) | Ashish Ranjan<br>(Sr. DGM / MTE) | D. K. Ray<br>(AGM / STE-TE) | Tushar Dave<br>(AGM / MTE) |

1. **Scope:**

This specification specifies abradable coating on steam gland areas of steam turbine components.

2. **Coating Requirements:**

i) **Bond coat** (Primary coat): Metco 450NS (Ni 5Al) or equivalent.
Particle size: 90 +45 microns
Thickness of coating: 100 – 150 microns

ii) **Top coat** (final coat): Metco 301NS (Ni 13Cr 8Fe 3.5Al 6.5BN) or equivalent.
Particle size: 120 +45 microns.

**Technical requirements for Coating:**

Manufacturing method: Thermal spray coating (flame spraying)

Type of bond: Mechanical

a) Thickness of coating: as specified in drawing.
b) Coating shall manifest good lubricity shall get easily abraded in case of contact with rotor material 30CrMoNiV59, 28CrMoNiV511 & Sealing fin which are made of high alloyed Chromium steel & Austenitic stainless steel.
c) Coating shall manifest good Machinability, oxidation resistant and corrosion-resistance.
d) Coating shall be suitable for withstanding Service temperature up to 610 °C.

3. **Process Qualification:**

Successful process qualification is mandatory requirement for coating on actual components.

During Process Qualification, vendor must establish coating process on test piece. The Process qualification as applicable for first test piece includes following requirement:

a) Minimum three coated sample pieces complying order specific coating thickness (0.6mm) shall be tested at NABL approved lab jointly with BHEL / TPI for checking of bond strength, porosity. Sample of raw material on which coating is to be done shall be provided by BHEL for process qualification.
b) One additional sample piece with total coating thickness of 2 mm shall also be provided to BHEL / TPI for checking of the hardness of coating.

The number of test pieces and testing process is liable to iterate until desirable mechanical properties as given below are achieved:

Hardness: HR15Y hardness (Avg.) 45 to 65

Porosity: > 50 %

Peel-off strength(psi) as per ASTM C 633: >1100 mean value
(with Std. deviation less than 10% of mean value)

Process qualification test results satisfying above parameters with manufacturing plan covering complete manufacture sequence are to be submitted to BHEL

Based on process qualification test results, BHEL will provide the approval of process qualification test results and coating on actual component will be allowed.

Manufacturing plan should cover minimum following details:

i. Sequence of operation
ii. List of equipment used
iii. Details of filler materials- chemical composition and grain size distribution,
iv. coating parameters: gases and gas flow rates, distances, spraying equipment, covering, etc.

v. List of all other materials used for masking, grit blast media, etc.

vi. Quality Control Plan describing the methods and frequencies of inspections and tests used to ensure that coated parts meet the requirements of the BHEL drawing.

Any changes of the production and/or test sequence require an update of the MQCP by the manufacturer and a release of the MQCP by the purchaser. The supplier shall have the MQCP reviewed and approved and released by BHEL. The supplier to assumes full responsibility for the correctness and completeness of the MQCP.

**4. Coating on Actual Components:**

i. Segments for coating shall be delivered ready machined, marked, and assembled with seal strips for coating. A certificate of dimension inspection shall be added only if actual dimensions are not within the tolerances. Upon receipt, the manufacturer shall inspect the supply for part count, identification, free of defect and suitability for coating. Documents delivered must be considered. Discrepancies and defects must be immediately reported to the BHEL before taking any further step on coating.

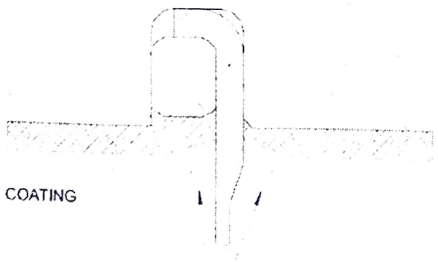
ii. The coating is to be applied as per approved Manufacturing Plan established during process qualification.

iii. Location of abradable coating is shown in the applicable ordering drawing.

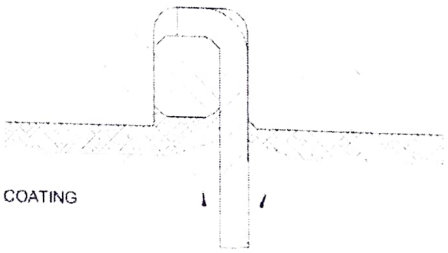
iv. Before starting the coating process, the surfaces to be coated shall be cleaned thoroughly and suitable grit type and size shall be selected to achieve required surface roughness to ensure excellent bonding of primary coat as per approved manufacturing plan. During grit blasting care shall be exercised to protect sealing fins from damage and bending. The surface shall be degreased with suitable solvent

v. Before commencing the thermal spaying process, supplier shall ensure masking of sealing fins with heat resistant tape to prevent damages and inadvertent application of coating on sealing fins.

vi. Abradable coating to be applied between the seal strips as shown in figure below:




COATING TAPERED AT THE EDGES < 2 mm




COATING TAPERED AT THE EDGES < 2 mm

Fig.1

**5. Testing:**

**5.1 Visual inspection**: Upon completion, the surfaces are to be inspected visually. The following criteria must be fulfilled:

The coating must be homogeneous and must cover all surfaces as specified in the specification drawing.

**5.2 Dimension check:**

The coated surface thickness shall be within tolerance of + 0.1mm of specification drawing.

**6. Packing & Despatch:**

The supplier is responsible for packing and transport of finished goods. Special attention shall be paid to the protection of the seal strips and coating in order to prevent damage during transport.

**7. References:**

TC41002

| | | | | | | |
|---|---|---|---|---|---|---|
| Signature & Date | 30-06-2023 | 30/06/23 | 30/06/2023 | 30/06/23 | 30/6/2023 | 30/6/2023 |
| Name | Dinesh Gond (Dy. Mgr.- STE) | Ranjeet Kumar (Mgr-MTE) | Alok Kr. Singh (DGM- STE-TE) | Ashish Ranjan (Sr. DGM - MTE) | D. K. Ray (AGM- STE) | Tushar Dave (AGM - MTE) |
| | Prepared by | Prepared by | Checked by | Checked by | Approved by | Approved by |

Date: 12.05.2025

# Addendum-1

## Addendum to Technical Requirement / Specifications for Abradable coating for Seal Segments (TS No. 4-10528-56901)

**A) Packing and conservation:**

1. Conserve components as per BHEL's conservation instructions (Table -1 of ST 33004) suitable for 6 months. **PAINT IS NOT ALLOWED on any surface.**
2. Ship components in wooden containers that provide adequate protection against damage.
3. Individually wrap items with protective materials such as bubble wrap or foam padding to prevent contact with each other and external surfaces.
4. Use nylon polynet sleeves to cover the threaded portions of fasteners, regardless of size.
5. Ensure package have provisions for forklift and sling lifting of packed container.
6. Wrap the package with in 90 GSM polythene sheets and enclose them with industrial-grade shrink wrap.
7. Ensure packaging is durable enough to withstand the weight of the components and protect them from being crushed or damaged during transportation.

**B) Labelling & Marking**

1. Each half of the casing shall be clearly labelled with the following:
   a) Component Name
   b) Drawing Number
   c) BHEL PO Number
   d) Handling Instructions (pictogram or written)
   e) "Do Not Lift from Machined Surface" warning
2. Ensure tags and labels are waterproof, non-removable, and securely attached.
3. Enclose a waterproof envelope containing the packing list and attach it externally.
4. Take photographic evidence of the packaging and protection before dispatch and submit it to BHEL.

**For packages manufactured overseas, in addition to the above instructions, ensure that the packaging is completely sealed and seaworthy, capable of withstanding exposure to water and humid weather conditions.**

**Notes for Shop:**

Store the received package in a shaded area. Inspect the component upon arrival, and thereafter once every two months to ensure that conservation is intact. During the rainy season, inspections should be carried out once a month.

12/05/25

**ANNEXURE – 8**

# INTEGRITY PACT

**Between**

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

**and**

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

## Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for .....The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

**Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

**Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

**Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, investigate, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word `Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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Manager (AIX-T)

For & On behalf of the Principal
BHEL HEEP Haridwar

(Office Seal)

Place--Haridwar
Date----------
Witness:
(Name & Address)
(JITENDRA KUMAR)
Sr. Engr /AIX-T
BHEL, HEEP, Haridwar

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For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness:
(Name & Address)