

WELCOME TO OUTSOURCING/BAP RANIPET

OPEN Tender Enquiry No.	654003E, dated 27.09.2024
Tender ID No: -	2024 BHEL 40293 1
Due date of offer submission	08.10.2024 by 10:00 Hrs.
Tender opening date	08.10.2024 at 14.00 Hrs.

MANUFACTURE OF ESP CASING PANELS, HOPPER WALLS, INLET & OUTLET FUNNEL ASSEMBLY, INSULATOR PANELS, HOPPER TRANSITION (SQUARE/RECTANGULAR TO CURCULAR TRANSITION), BRACKET ASSEMBLY AND SIMILAR JOBS WITH VENDOR'S MATERIAL AS PER BHEL DRAWINGS AND SUPPLY TO VARIOUS SITES



INTRODUCTION

Boiler Auxiliaries Plant (BAP), BHEL, Ranipet Manufactures Boiler Auxiliaries such as APH (Air Pre-Heater), ESP (Electrostatic Precipitators), FANs (Industrial Fans), G&D (Gates and Dampers), Steel Chimneys, Desalination, Fabric Filters etc.

In addition to above, BAP Ranipet also manufactures other components such as Balance of Plant (BOP) structures, Flue Gas Desulphurization (FGD) Components & structures, etc. along with the boiler auxiliary components which are also required concurrently at site to meet the project schedule.

This OPEN tender enquiry is issued for Complete manufacture of ESP Casing Panels, Hopper Walls, Inlet & Outlet Funnel Assembly, Insulator Panels, Hopper Transition (Square/Rectangular to Circular Transition) Panels, Bracket Assembly and similar jobs with vendor's material as per BHEL drawings and supply to various sites.

S.no.	RS	Quantity	Maximum no. of vendors required
1.	VC01	307 Mt \pm 30%	2
2.	VC02	807 Mt \pm 30%	7
3.	VC03	229 Mt \pm 30%	2
4.	VC04	1858 Mt \pm 30%	15
5.	VC05	343 Mt \pm 30%	2
6.	VC06	559 Mt \pm 30%	5
7.	VC07	4611 Mt \pm 30%	25
8.	VT01	806 Mt \pm 30%	15
9.	VT02	2175 Mt \pm 30%	25
10.	VFO1	254 Mt \pm 30%	2
11.	VFO2	507 Mt \pm 30%	3
	Total Quantity	12,456 Metric ton \pm 30%	

Price variation clause (PVC) is applicable for raw material components.

Reverse Auction (RA) WILL be conducted for technically qualified vendors.

Performance Bank Guarantee (PBG) is required to be submitted.

Validity period of offer is 120 days from the date of tender opening.

Validity Period of Contract shall be one year from the date of finalization of tender.

Detailed scope of work and terms & conditions etc. are provided in various sections of this Enquiry.

Kindly follow the instructions given in [Section I](#) of this enquiry for submission of offer.

Please visit <https://eprocurebhel.co.in/nicgep/app> to download the tender document under Tender ID: **2024_BHEL_40293_1**.

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NOTICE INVITING TENDER

Tender ID: **2024_BHEL_40293_1**

E-Tender: 654003E dated 27.09.2024 is a tender enquiry for one year Contract for Complete manufacture of ESP Casing Panels, Hopper Walls, Inlet & Outlet Funnel Assembly, Insulator Panels, Hopper Transition (Square/Rectangular to Circular Transition) Panels, Bracket Assembly and similar jobs with vendor's material as per BHEL drawings and supply to various sites.

Tender Submission:

This Enquiry is a Three-part bid-

Part I. EMD requirements

Part II. Techno - Commercial bid

Part III. Price bid

The bid shall be submitted in three parts namely-

Part I. Earnest Money Deposit (EMD) requirements

- a) The Earnest Money Deposit (EMD) requirement is waived for Micro and Small Enterprise (MSE) vendors, contingent upon submission of a valid Udyam Registration Certificate, and for Startups, contingent upon submission of a valid DPIIT (Department for Promotion of Industry and Internal Trade) recognition certificate.
- b) All vendors, including Medium Enterprises, except those excluded by the aforesaid clause (a), are required to submit an EMD of ₹ 2,00,000 (Rupees Two Lacs only) in the form of a Demand Draft made payable to “**Bharat Heavy Electricals Ltd., Ranipet – 632 406**” at Ranipet, subjected to following conditions-
 - i) No interest shall be payable by BHEL on Earnest Money Deposit (EMD).
 - ii) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final tender validity period.
 - iii) For bidder(s) who are unsuccessful in Techno-commercial bid, the EMD shall be returned/refunded within 30 days from the date of declaration of results of Techno-commercial bid.
 - iv) For bidder(s) who are unsuccessful in Price bid, the EMD shall be returned/refunded within 30 days after expiry of the final bid validity period.
 - v) For successful bidder(s) (bidders qualified in both Techno commercial and price bid), EMD shall be-
 - (1) forfeited if 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 failed to furnish the required performance bank guarantee within the specified period mentioned in the Tender.
 - (2) 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 forfeited/released based on the action as determined under these guidelines.Otherwise, the EMD of a successful bidder shall be returned/refunded on submission of performance bank guarantee after entering into the contract.
 - vi) Under circumstances not otherwise specified above, the EMD shall be returned/refunded within 30 days of expiry of final tender validity.

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Part II. Techno Commercial bid

- a) Only bidders who comply with the EMD requirements as specified in aforesaid clauses of Part I shall be eligible for the evaluation of their Techno-Commercial bid. The offers of other bidders shall be rejected.
- b) [Section – II](#) and the referenced sections/clauses/annexures therein detail the Techno-Commercial requirements, as well as the terms and conditions upon which the evaluation will be conducted.

Part III. Price bid

- a) Only bidders who qualify in the Techno-Commercial bid as specified in aforesaid clauses of Part II shall be eligible for the evaluation of their Price bid. The offers of other bidders shall be rejected.

All documents as listed in the Index Sheet shall be downloaded from E-Procurement System (EPS) <https://eprocurebhel.co.in/nicgep/app> under Tender ID: **2024_BHEL_40293_1**.

General Instructions

Vendor shall ensure that all the documents are duly filled and uploaded in EPS as per instructions given below:

Table of Instructions			
Sl.No.	Type	Description	Instructions
Part I (EMD requirements)			
1.	Fill and upload	Annexure - O Details of MSE/Startup/EMD	Firm shall fill up the details along with supporting document (MSME certificate /Startup recognition certificate/EMD of Rupees Two Lacs only for Non MSE. Medium category/Non MSE vendor needs to submit the EMD. Authorized signatory shall sign the document and company seal shall be affixed. Firm to upload UDYAM Registration Certificate (URC) in EPS.
Part II (Techno commercial bid)			
2.	Fill and upload	Annexure – A Technical bid format	Firm shall fill up the details in respective annexure. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document along with all supporting documents and upload the same in EPS.
3.	Fill and upload	Annexure – B Integrity pact	Firm shall fill up the details in respective annexure. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document along with all supporting documents and upload the same in EPS.

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4.	Fill and upload	Annexure – C Vendor registration Documents (Only for New vendor)	Firm shall fill up the details along with supporting documents . Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
5.	Fill and upload	Annexure – D PQR & Eligibility Criteria	Firm shall fill up the details in respective annexure. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document along with all supporting documents and upload the same in EPS.
6.	Fill and upload	Annexure – E Check list for Part-II	Firm shall fill up the details in respective annexure. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document along with all supporting documents and upload the same in EPS.
7.	Fill and upload	Annexure – F Affidavit	Firm shall print the document in ₹ 100 stamp paper . Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
8.	Fill and upload	Annexure – H Non-Disclosure Agreement	Firm shall fill up the details in respective annexure. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document along with all supporting documents and upload the same in EPS.
9.	Fill and upload	Annexure – I Power of attorney (if applicable)	Firm shall print the document in ₹ 20 stamp paper . Authorized signatory shall sign the document and company seal shall be affixed. Document to be notarized . Firm shall scan the document and upload the same in EPS.
10.	Fill and upload	Annexure – J Make in India local content declaration	Firm shall fill up the details in annexure on their letter head. Authorized signatory shall sign the document and company seal shall be affixed and duly certified by a Chartered Accountant . Firm shall scan the document along with all supporting documents and upload the same in EPS.
11.	Fill and upload	Annexure – K Bidder eligibility for public procurement	Firm shall fill up the details in annexure on their letter head. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document along with all supporting documents and upload the same in EPS.
12.	Fill and upload	Annexure – N Frame work / confidentiality agreement (Only for New vendor)	Firm shall print the document in ₹ 100 stamp paper . Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.

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Part III (Price bid)			
1.	Fill and upload	Annexure – L BOQ (Price Bid)	Firm shall download the Price bid format from EPS. In the Excel sheet, <ul style="list-style-type: none">• Fill in their vendor code and name in the space provided.• Fill in the Rate in ₹ per UoM in the appropriate space given for the RS for which Techno Commercial Bid is submitted.• Validate the Excel sheet• Save the Excel sheet• The Excel sheet shall be uploaded in EPS. After uploading, firm has to digitally sign the document using the option available in EPS.

Dates of important information are given in the table below-

Due date of offer submission	08.10.2024 by 10:00 Hrs
Tender opening date	08.10.2024 at 14.00 Hrs
Place for Submission of Offer	e-procurement Portal
Place of Tender Opening	e-procurement Portal

1. This enquiry specifies a set of prequalification criteria (PQR) defining the eligibility for the vendors to submit their offer against a particular Rate Schedule (RS) of this enquiry. The Bidders are advised to go through all the enclosed Tender documents and Rate Schedule(s) carefully before submitting their offer.
2. All the Annexures should be filled, wherever applicable by the bidders without fail, for evaluation of their offer and all necessary **self-attested** copies of the supporting documents as required shall be attached.
3. Documents that are required to be submitted for each part-bid are given in [Table of Instructions](#) mentioned above.
4. In case of non-submission of above documents in requisite manner, offer submitted by subcontractor may be rejected.
5. Conditional offers, offers which are incomplete or defective and offers not in accordance with the Tender conditions shall be rejected.
6. As this tender enquiry is an E-Tender enquiry hence offer shall only be submitted in EPS only. No other mode of offer submission shall be entertained.
7. For participating in the e-tender, Digital Signature Certificate Class III is mandatory for the subcontractor to quote.

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8. The offer should be submitted on or before the due date & time mentioned in the E procurement portal. Further tender due date extension, if any, will be communicated through E-procurement portal only.
9. In order to enable subcontractor for submission of error-free offer, the following checklist has been provided. Subcontractor may refer the same before submission of offer.

No.	Guidelines for submission of offer by subcontractors
1.	Read and understand scope of work
2.	Vendor to take care of the Unit of measurement in this tender before quoting price
3.	Note the offer validity and contract validity
4.	Note the Conditions w.r.t PBG requirement before submission of offer
5.	Declare % of local content (Make in India) along with offer
6.	Note the applicability of PVC.
7.	Read and Understand the BHEL Guidelines for Suspension of business dealings with suppliers/contractors (available at www.bhel.com) fully.
Note:-	
1.	The above guidelines are only indicative and not exhaustive.
2.	Subcontractor is strictly advised to read and understand terms & conditions given various Sections and Annexures of this Enquiry before submission of offer.
3.	Any changes to offer after bid opening will NOT be entertained.

Vendors Not Eligible to Quote:

Vendors declared/notified as defaulters/poor performers on quality/delivery grounds are not eligible to quote. The vendors with whom the material shortages were found during stock verification and not settled at the time of tender opening will not be considered. Vendors under debarment by BHEL are not eligible for whole tender. Offers, if any, received from such vendors shall not be considered.

Validity of Offer

Price validity shall be one year from the date of finalisation of Contract; however, the validity period of offer is 120 days from the date of tender opening.

E-Tenders are hereby invited from vendors for the above scope.

Corrigendum:

Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Revisions, etc. to Tender Specifications will be hosted in <https://eprocurebhel.co.in/nicgep/app> under the Tender ID no. mentioned above.

The bidder along with its associate/ collaborators/ sub- contractors/ sub-vendors/ consultants/ service provider shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website

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<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.

For any clarification required in this regard, the Bidders may contact:

Dy. Manager / Contracts

Outsourcing Department, Boiler Auxiliaries Plant

Bharat Heavy Electricals Limited, Ranipet-632406

Phone: 04172- 284844

E-mail: vksahu@bhel.in

**AGM/ Outsourcing
BHEL-Ranipet**

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SALIENT FEATURES

1. This is a notice inviting tenders in three-part bid from vendors for Complete manufacture of ESP Casing Panels, Hopper Walls, Inlet & Outlet Funnel Assembly, Insulator Panels, Hopper Transition (Square/Rectangular to Circular Transition) Panels, Bracket Assembly and similar jobs with vendor's material as per BHEL drawings and supply to various sites.
2. The total quantum of work is categorized into various Rate Schedules (RS) listed in [Section III](#). The tentative quantity in this enquiry is **12,456 Metric ton ± 30%** as given in [Section III](#).
3. Upon finalization of the rates for the Rate Schedules (RS), the firm shall enter into a contract with BHEL. The terms and conditions governing this contract are provided in [Section IV](#). The general conditions are narrated in Section IV '1'. The scope of work with detailed terms & conditions is narrated in Section IV '2'.
4. Vendor shall quote rates on “**₹ Per Unit of Measurement (UoM)**” basis. Rates quoted in any other format/in any other units shall be rejected. Rate quoted shall include charges (excluding GST) for the total scope of work as detailed in [Section IV](#).
5. Rate schedule wise drawings given in [Section V](#) represent a typical work content of the Rate schedule. They may be studied carefully to assess the work content, before quoting the rates.
6. Rate schedule wise major raw materials involved in production are listed in [Section VI](#).
7. [Section VII](#) lists down the BHEL approved sources for material procurement.
8. [Section VIII](#) contains BHEL QP, QWI, Painting Scheme and TDC and related instructions.
9. Price Variation Clause (PVC) is applicable as detailed in [Section IX](#).
10. [Section X](#) contains special provisions of this tender enquiry for Micro and Small enterprises (MSE).
11. Reverse Auction (RA) will be conducted for the technically qualified vendors.
12. The vendor shall not sublet or assign this work or any part thereof without the prior written permission of BHEL.
13. **Person Authorized for Signing the Tender Documents:**
 - a) The tender documents shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'Power of Attorney' as per [Annexure I](#) on behalf of the firm/company/Bidder-concerned and authorized/empowered, by MD or Board of Directors or owner of the firm, to act on behalf of the firm for quoting the Tender and all proceedings connected with, till finalization and execution of the Contract.
 - b) In case of Single Ownership / Proprietorship establishment, tender shall be signed by the Owner / Proprietor Only.

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- c) In case of partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Firm authorized to do so or by a person holding the 'Power of Attorney' as per [Annexure I](#) on behalf of the Partnership Firm. A copy of the Latest Form A, Partnership Deed and/or a copy of the Power of Attorney, attested by a Public Notary shall accompany the offer.

14. Conditions for rejection of offers

- a) Following is the list of situations which would lead to rejection of offer/s.
- b) BHEL reserve the right to reject one or all offers without assigning any reason. The decision of BHEL will be final in this regard.
- c) If the offer fails to meet the technical requirements/specifications of the tendered item/s.
- d) If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, cancellation clause etc., specified in the tender.
- e) If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries within 3 working days unless otherwise agreed to in writing by BHEL for period beyond 3 days. If supplier fails to respond within 3 working days or maximum 2 working days on a reminder thereon, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder.
- f) This list is not exhaustive but only indicative.

15. Evaluation of Offer:

The offer submitted by vendor shall be subjected to evaluation as per the Eligibility of rate schedules and submission of required documents. Clarification required from vendors by BHEL, if any shall be furnished by vendors within the time specified and delayed responses beyond the stipulated time lines are liable to be rejected. The evaluation procedure is further detailed in [Section IV](#). Results of the evaluation process shall be intimated to all the vendors who have submitted the required documents as per terms and conditions stipulated in the tender documents.

16. Suspension of Business Dealings with Vendors:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the debarred firms, shall be rejected. The list of debarred firms is available on BHEL web site <https://www.bhel.com/supplier-registration>.

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

a) Commitment by BHEL:

- i) 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.

b) Commitment by Bidder/Vendor/Supplier/Contractor:

- i) 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

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nor will act or omit in any manner which tantamount to an offence punishable under provision of the Indian Penal Code, 1860 or any other law in force in India.

- ii) 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 guidelines issued from time to time by Govt. of India/ BHEL.
- iii) 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 for Suspension of Business Dealings with suppliers/contractors available on <https://www.bhel.com/supplier-registration> and/or under applicable legal provisions.

17. Other Instructions for Bidders:

- a) All entries in tender documents shall be clearly written in one ink or typed.
- b) Complying with Bid Part I is mandatory irrespective of no. of RS for which bids are submitted.
- c) Techno Commercial Bid (Part II) may be submitted for one or more RS.
- d) Accordingly, Price Bid (Part III) shall be submitted only for the RS for which Techno Commercial Bid has been submitted.
- e) Vendors are instructed to fill the details ONLY in the space provided in all Annexures. Changing the formats, price bid formats or modifying the contents of formats or any other insertions/deletions will be construed as tampering of BHEL's process, and the offer of the concerned vendor may be rejected.
- f) Firm (bidder) shall be responsible to ensure that the tender documents, drawings, Quality documents and related technical & commercial conditions are studied and understood completely before they submit their offer.
- g) Rates quoted by vendor shall be valid for one year from the date of finalizing the contract.
- h) MSE Vendors, who seek to avail the concessions/subsidies as per Govt. guidelines, are required to submit valid MSE certificates along with the Techno Commercial Bid as specified.
- i) Offers with deviations to techno commercial terms and conditions which are incomplete/otherwise considered defective/tender submitted is not in accordance with the tender conditions/deviations to the conditions, shall be rejected.
- j) If a Bidder's/Contractor's or a firm of Contractor/any of its shareholder's or shareholder's RELATIVE is EMPLOYED in BHEL, BHEL shall be informed in writing of this fact at the time of offer submission. Hiding of such fact may lead to cancellation of tender/Contract/PO, besides other actions as per BHEL's procedures.

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- k) The entire Terms and Conditions contained in all the Sections I to X & Annexures A to O of this Enquiry shall be deemed to form an integral part of the Contract to be entered between the Vendor & BHEL.
- l) If any correction is to be made in the offer by the firm, his//her/their Representative, must be authenticated by the firm who has signed the original tender to do such corrections till the due date and time of tender submission.
- m) On submission of the offer, it shall be deemed that the firm has submitted their offer only after completely understanding all the requirements both explicit & implied and accepting all the terms and conditions mentioned in the Enquiry. After due date of tender submission, the bidders are not allowed to change/alter any of the conditions either partly or fully. Offers of any such firms doing so will be rejected.
- n) No revision (including quoted rates) in the tender shall be entertained after due date and time of tender submission.
- o) If a firm is found to have given false information/documents as a part of their offer, such offers shall be rejected and actions shall be taken as per “Guidelines for suspension of business dealings with suppliers/contractors”. Abridged version of the guidelines is accessible to all at <https://www.bhel.com/supplier-registration>.
- p) In case BHEL finds that vendors join together, form cartel, or influence others/new vendors to submit offers in their favour, then BHEL will take action against such vendors in line with the “Guidelines for suspension of business dealings with suppliers/contractors”.
- q) Vendor should note that BHEL has full discretion to decide to order the quantity in OSB (Outsourcing with BHEL’s Materials) route through separate tender instead of OVM (Outsourcing with vendor’s material) process.
- r) BHEL reserves the right to operate or close the tender partly or fully.
- s) As a policy, BHEL is not registering any power of attorney issued by contractors/suppliers in favour of their bank for the collection of invoice amounts on behalf of contractors/suppliers. Merely, because BHEL had acted upon any such request by the party or their bankers does not constitute any legal right or binding on BHEL for any acts of omissions and commissions or failure to act upon it or for any payment made directly to the party. If any banker includes BHEL also as a **party** to any such dispute between the banker and the **party**, all legal and incidental expenses thereof will be recovered from the concerned parties only.

18. Declaration:

All the Annexures also form part of the tender terms and conditions. On submission of Tender, the Tenderer declares that all the Terms and conditions mentioned in this Enquiry have been completely read and understood and the prices quoted are in accordance with the same.

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LIST OF RATE SCHEDULES

A list of Rate Schedules (RS) and the associated requirements necessary to carry out the work under each RS covered in this Enquiry is provided in the table below-

List of Rate Schedules and Eligibility criteria						
Sno.	RS	Project	RS Description	Quantity	Delivery to	Eligibility criteria
1.	VC01	TALCHER ST3-U2 (R6/1533-7xx42)	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	307 Mt ± 30%	Talcher, Angul, Odisha	As per Annexure D
2.	VC02	NTPC LARA STPP STG-II (2X800 MW) U1 & U2 (R8/1555; 1556-7xx42)	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	807 Mt ± 30%	Lara, Raigarh, Chhattisgarh	As per Annexure D

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List of Rate Schedules and Eligibility criteria						
Sno.	RS	Project	RS Description	Quantity	Delivery to	Eligibility criteria
3.	VC03	NTPC LARA STPP STG-II (2X800 MW) U2 (R8/1556-7xx47)	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	229 Mt ± 30%	Lara, Raigarh, Chhattisgarh	As per Annexure D
4.	VC04	NTPC SINGRAULI Stg3 - 2X800MW U#1 & U#2 (R8/1561; 1562-79149)	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	1858 Mt ± 30%	Singrauli, Sonebhadra, Uttar Pradesh	As per Annexure D

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List of Rate Schedules and Eligibility criteria						
Sno.	RS	Project	RS Description	Quantity	Delivery to	Eligibility criteria
5.	VC05	Adani Raigarh Ph II 2x800MW U3 (R8/1563-7xx42)	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	343 Mt ± 30%	Raigarh, Chhattisgarh	As per Annexure D
6.	VC06	Adani Raigarh Ph II 2x800MW U3 & U4 (R8/1563-7xx46, R8/1563; 1564-7xx47)	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	559 Mt ± 30%	Raigarh, Chhattisgarh	As per Annexure D
7.	VC07	Adani Raipur 2x800MW U5 & U6 (R8/1565; 1566 - 7xx44, 7xx45, 7xx46, 7xx49)	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly In X25 And Other Product Job Similar To Plate Panels etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	4611 Mt ± 30%	Raipur, Chhattisgarh	As per Annexure D

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List of Rate Schedules and Eligibility criteria						
Sno.	RS	Project	RS Description	Quantity	Delivery to	Eligibility criteria
8.	VT01	TALCHER ST3-U2 (R6/1533-7xx44)	Complete manufacture of ESP - Hopper Transition (Square/Rectangular To Circular) with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	806 Mt ± 30%	Talcher, Angul, Odisha	As per Annexure D
9.	VT02	NTPC LARA STPP STG-II (2X800 MW) U1 & U2 (R8/1555; 1556-7xx44)	Complete manufacture of ESP - Hopper Transition (Square/Rectangular To Circular) with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	2175 Mt ± 30%	Lara, Raigarh, Chhattisgarh	As per Annexure D
10.	VFO1	Adani Raigarh Ph II 2x800MW U4 (R8-1564-7xx50)	Complete manufacture of ESP - Inlet/Outlet Funnel Walls with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	254 Mt ± 30%	Raigarh, Chhattisgarh	As per Annexure D

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List of Rate Schedules and Eligibility criteria						
Sno.	RS	Project	RS Description	Quantity	Delivery to	Eligibility criteria
11.	VFO2	Adani Raipur 2x800MW U5 & (R8/1565; 1566- 7xx50)	Complete manufacture of ESP - Inlet/Outlet Funnel Walls with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	507 Mt ± 30%	Raipur, Chhattisgarh	As per Annexure D
Total Quantum of work				12456 Mt ± 30%		

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TERMS AND CONDITIONS

This section contains the detailed terms and conditions of contract to be executed between the firm and BHEL upon finalization of rates of Rate Schedules. These terms and conditions are described in the following two parts-

1. General conditions of the contract.
2. Terms and conditions of the contract.

1. General Conditions of the contract

1.1. DEFINITIONS

Throughout these conditions and in the specifications “THE CONTRACTEE” means the Bharat Heavy Electricals Limited, acting through the General Manager/OUT SOURCING, Ranipet, unless the context provides otherwise, “THE CONTRACTOR/VENDOR ” means the person, firm, vendor or company with whom the Purchase Order under this contract is placed and shall be deemed to include the contractor’s successors (approved by the Contractee) representatives, heirs, executors and administrators as the case may be unless excluded by the terms of the contract. “DRAWINGS” means the drawings exhibited or provided for the guidance of the Contractor by the Contractee.

1.2. EXECUTION

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Contractee, or the Inspecting Officer who shall have power to reject any of the Structural which he may disapprove; and his decision thereon and any question as to the true intent and meaning of the specifications of drawing or of the work necessary for the proper completion of the contract, shall be final and conclusive. The Contractee may require alteration if any to be made during the progress of work and should these alterations be such that either party to the contract considers as an alteration involving change in cost such alteration shall not be carried out until amended cost have been submitted by contractor and accepted by the Contractee. Should the Contractor proceed to work without obtaining the consent of the Contractee in writing to an amended cost of work the Contractor shall be deemed to have agreed to execute the work at such charges as may be considered reasonable by the Contractee.

1.3. FORCE MAJEURE

If any time during the continuance of this Contract the performance in whole or part by either part of any obligation under this contract shall be prevented or delayed by reasons of war, hostilities, acts of public enemy, civil commotions, sabotage, fires, floods, explosions, epidemic quarantine restrictions or acts of God (herein referred to as events), provided the notice of the happenings of any such events is given by either party to other party within 21 (Twenty one) days from the date of occurrence thereof, either party shall by reason of such event not be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as possible after such event has come to an end or ceased to exist and the decision of the Contractee as to whether such event has come to an end or has ceased exist shall be final and conclusive. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Contractee subject to prompt notification by the Contractor to the Contractee of the

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particulars of the events and supply to the Contractee if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining work schedules.

1.4. TERMINATION OF CONTRACT

If as a result of difficulty in procurement of materials which is justified with proper documentary evidence and BHEL's concurrence or due to force majeure reasons or any other reasons whatsoever the contractor is unable to keep the delivery schedule of the Contractee, the Contractee to the extent considered necessary may grant extension of time. Should there be delay in work, beyond the extended date of delivery, it shall be open to the Contractee to terminate the contract in part or full and make other arrangements for executing work elsewhere and Clause related to BREACH OF CONTRACT, REMEDIES AND TERMINATION as given in [Section IV](#) of this Enquiry shall be invoked.

1.5. INTERPRETATION

The Contractee shall decide any dispute or difference of opinion in respect of the interpretation, effect or application of this particular condition of the Contract or the amount recoverable hereunder from the contractor and the decision shall be final and conclusive.

1.6. BOOK EXAMINATION CLAUSE

The Contractor shall whenever required produce or cause to be produced for examination by any Officer of the Contractee authorized in that behalf, any cost or other account book or account voucher, receipt letter, memorandum, paper or writing or any copy extract from any such document and also furnish information and returns verified in such a manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such officer of the Contractee on this question or relevancy of any documents, information or return being final and binding on the Parties). The obligation imposed by this clause is without prejudice to the any other obligation under the contract / purchase order or under any statutes/ rules or orders binding the contractor. The contractor shall if the authorized officer or the Contractee so required (whether before or after the prices have been finally fixed), afford facilities to the officer of the Contractee concerned to visit the contractors works for the purpose of examining the process of manufacture and estimate or ascertaining the cost for production of the articles, if any portion of the work be carried out by a sub-contractor of any subsidiary of an allied firm or company, the authorized officer of the Contractee shall have power to secure the books of such sub-contractor, or any subsidiary or allied firm or company shall be open to his inspection.

1.7. CONFLICT OF INTEREST

1.7.1. 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:

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

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- 1.7.1.4. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- 1.7.1.5. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- 1.7.1.6. 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 authorize only one agent/dealer. There can be only one bid from the following:
- The principal manufacturer directly or through one Indian agent on his behalf; and
 - Indian/foreign agent on behalf of only one principal, or
- 1.7.1.7. 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
- 1.7.1.8. 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.

1.8. SET OFF CLAUSES

Notwithstanding anything contained herein, the payment shall be subject to the deduction of any amount for which the vendor is liable directly or indirectly under this contract or any other contract of the vendor or any other vendor's contract where the proprietor/any of the partners /directors of the present vendor is/are proprietor/director/s /partner/s, in respect of which BHEL, Ranipet is a "Contractee".

1.9. RESOLUTION OF DISPUTES

The parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

Notes:

- (a) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- (b) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

Except as provided elsewhere in this contract, in case amicable settlements is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to other party refer such dispute or difference to the sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

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

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

Subject as aforesaid, the provisions of arbitration and conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be BHEL, Ranipet. The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration, the courts at Ranipet shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.”

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A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.

1.10. LAWS GOVERNING THE CONTRACT

The Laws of Government of India in force shall govern the Contract. Irrespective of the place of the execution of the Contract/ place of payment under the contract, the contract shall be deemed to have been made at the place at which the acceptance of the offer has been issued.

1.11. JURISDICTION OF THE COURT

The Courts at Ranipet, Tamil Nadu alone shall have jurisdiction to decide any dispute arising out of or in respect of the contract.

1.12. THE GLOBAL COMPACT

Global Compact was a signature initiative of the then United Nations Secretary General Kofi Annan and Four United Nation Agencies:

- 1.12.1. Office of the High Commissioner for Human Rights
- 1.12.2. International Labour Organisation
- 1.12.3. United Nations Environment Programme
- 1.12.4. United Nations Development Programme

This is a broad-based initiative and engages:

- Individual Companies
- Business Associations
- International Labour
- Human Rights, Environment and
- Development Organisations
- Academic & Public Policy
- Institutions and United Nations

The Contractee (BHEL) is a member of this Global Compact. As a participating company, we have the obligation to-

- i. Support and respect Human Rights within our spheres of influence.
- ii. Make sure we are not complicit in Human Rights abuses.
- iii. Make sure we are not employing Forced or compulsory labour.
- iv. Refrain from employing Child Labour
- v. Eliminate discrimination in our hiring and firing policies.
- vi. Support a precautionary approach to Environmental challenges.
- vii. Undertake initiatives to promote greater environmental responsibility.
- viii. Encourage development and diffusion of environmentally friendly Technologies.

Contractor shall also ensure to fall in line with the above principles.

2. Terms and Conditions of contract

2.1. QUANTUM OF WORK

2.1.1. The total tentative quantum envisaged for ordering through this Contract is around **12,456 Metric ton ± 30%** involving following products.

2.1.1.1. Complete manufacture of ESP Casing Panels, Hopper Walls, Inlet & Outlet Funnel Assembly, Insulator Panels, Hopper Transition (Square/Rectangular to

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Circular Transition) Panels, Bracket Assembly and similar jobs with vendor's material as per BHEL drawings and supply to various sites.

2.1.2. The entire quantum of work is under various Rate Schedules as given in [Section III](#).

The quantity indicated is tentative and may vary during the execution of the contract, depending on the order inflow to BHEL, customer clearance, project progress etc.

2.2. NO. OF SOURCES REQUIRED

The no. of vendors required to execute the quantum of work in the given RS is narrated in the table below-

Sources Required				
Sno.	RS	RS Description	Quantity	No. of Vendors required
1.	VC01	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	307 Mt ± 30%	02
2.	VC02	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	807 Mt ± 30%	07
3.	VC03	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	229 Mt ± 30%	02
4.	VC04	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and	1858 Mt ± 30%	15

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Sources Required				
Sno.	RS	RS Description	Quantity	No. of Vendors required
		Other Product Job Similar to Plate Panels, etc with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.		
5.	VC05	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	343 Mt ± 30%	02
6.	VC06	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	559 Mt ± 30%	05
7.	VC07	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly In X25 And Other Product Job Similar To Plate Panels etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	4611 Mt ± 30%	25
8.	VT01	Complete manufacture of ESP - Hopper Transition (Square/Rectangular To Circular) with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc	806 Mt ± 30%	15

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Sources Required				
Sno.	RS	RS Description	Quantity	No. of Vendors required
		Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.		
9.	VT02	Complete manufacture of ESP - Hopper Transition (Square/Rectangular To Circular) with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	2175 Mt ± 30%	25
10.	VFO1	Complete manufacture of ESP - Inlet/Outlet Funnel Walls with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	254 Mt ± 30%	02
11.	VFO2	Complete manufacture of ESP - Inlet/Outlet Funnel Walls with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	507 Mt ± 30%	03
Total			12456 Mt ± 30%	

2.3. SCOPE OF WORK

The broad scope of work for all the Rate Schedules (RS) includes-

- 2.3.1. Procurement of direct and indirect materials including raw materials, welding electrodes, paints, etc. from BHEL/Customer approved sources as per [Section VII](#), with the raw material Specifications/Technical Delivery Conditions (TDC's) as per [Section VIII](#), and quantities as per Drawings/GMS (Group Manufacture Specification) to be issued by BHEL along with purchase orders (PO's) / to be hosted in Vendor Information System (VIS – a B2B system).

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- 2.3.2. Fabrication of components shall be as per documents issued along with PO i.e. BHEL/Customer approved drawings, QP & QWI as listed under [Section VIII](#). These documents shall be issued along with PO after entering into contract. However, to understand the nature, type & quantum of work content, a set of representative drawings are attached under [Section V](#). It is to be noted that the actual drawings and work content will be known only after design document release and may contain work content which may vary marginally.
- 2.3.3. Welding shall be done by qualified welders having valid Welding Performance Qualification (WPQ) as per established Welding Procedure Specification (WPS). If unavailable, the charges for establishing WPS and obtaining WPQ for welders shall also be in the vendor's scope.
- 2.3.4. Surface preparation & Painting shall be as per the quality documents detailed in [Section VIII](#).
- 2.3.5. Trial assembly is applicable as per Quality plan/QWI/Drawings.
- 2.3.6. Offering the components to Authorized Inspection Agency (AIA)/BHEL/Customer as per applicable QP for inspection along with necessary supporting documents.
- 2.3.7. Any special process like Heat treatment or NDT processes like PT, MT, UT & RT as called for in POs/drawings/QPs/QWIs wherever necessary, shall be carried out through BHEL approved vendors only
- 2.3.8. Providing the necessary facilities, gauges, instruments, etc. for carrying out the testing & inspection including customer/BHEL/BHEL nominated agency as per BHEL's QP/PO/Drawings and Customer Hold Points CHP, till obtaining of Material Dispatch Clearance Certificate (MDCC).
- 2.3.9. All handling charges and other incidental charges till completion of fabrication & dispatch up to destination is in Vendor's scope.
- 2.3.10. Safe dispatch and Transportation of finished components to respective designated location at respective project site and obtaining of acknowledgement from respective BHEL/Site staff in-charge.
- 2.3.11. Providing resources such as power, water, land etc., workforce, tools and equipment etc. required to fulfil the all mentioned scope of work is in vendor's scope.

The scope of work is further detailed in subsequent clauses.

2.4. RAW MATERIAL PROCUREMENT

- 2.4.1. All direct/indirect materials shall be procured from CUSTOMER/BHEL approved sources, with specification of the materials as per BHEL TDC (latest revision) or respective material specification as indicated in the [Section-VII](#).
- 2.4.2. Raw materials and paints shall be procured with relevant Test Certificate (TC) and these have to be submitted/produced in original during inspection. Any test both destructive and non-destructive if required will have to be carried out by the vendors at their own cost. All such reports in original will have to be submitted during inspection. Vendors also shall verify the materials & TC to comply with the QP.
- 2.4.3. The weights in Group Manufacturing Specification (GMS) shall be the basis for calculating the total requirement of raw materials for fabrication, however, vendor shall correlate all the drawings & GMS and take into consideration a suitable process allowance over and above this, for procurement of raw materials. For the purpose of billing as well

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as transport, the weight of GMS shall be the basis. Changes in the weight if any will be carried out by temporary design change note (DCN) & GMS / PO will not be revised on account of this.

- 2.4.4. The system for storing and issuing materials shall be available with vendor for easy traceability.
- 2.4.5. Periodic audit of system of purchasing, storing and issue, etc. will have to be carried out by the vendors. BHEL will also audit the same.
- 2.4.6. Any test both destructive and non-destructive if required will have to be carried out by the vendors free of charge. All such reports in original will have to be submitted during inspection. Vendors also shall verify the materials & TC to comply with the QP.

2.5. TRANSPORTATION

- 2.5.1. All consignments are to be dispatched to designated location at respective project site. The said location will be informed along with the issue of PO. No extra charges shall be paid for jobs with ODC.
- 2.5.2. If circumstances are such that site is unable to receive the finished goods/consignments, then the same will be informed to the vendor. Under the said circumstances, the vendor will be asked to deliver the consignments to BAP/BHEL-Ranipet instead of the project site with deductions of freight charges as follows in the finalized rates of the RS.

RS	Project Site	Basic Freight charges to be deducted for Non – ODC carriers (₹/Mt)	Deduction in addition to Basic Freight Charges applicable for ODC carriers
VC01, VT01	NTPC Talcher, Odisha	4118	1. For ODC of Length beyond 12.2m, 5% of the basic freight charge for every 0.5m or part thereof. 2. For ODC of Width beyond 2.4m, 5% of the basic freight charge for every 0.25m or part thereof. 3. For ODC of Height beyond 2.2m, 5% of the basic freight charge for every 0.25m or part thereof.
VC02, VC03 & VT02	NTPC Lara 1 & 2, Chhattisgarh	4061	
VC04	Singrauli 1 & 2, Uttar Pradesh	5275	
VC05, VC06 & VFO1	Adani Raigarh 1 & 2, Chhattisgarh	4372	
VC07 & VFO2	Adani Raipur 1 & 2, Chhattisgarh	3916	
This table is applicable only for the consignments delivered at BAP/BHEL-Ranipet.			

2.6. DELIVERY PERIOD & DISPATCH

- 2.6.1. Timely delivery is one of the key essences of the Contract.
- 2.6.2. The finished goods should be delivered **within PO delivery period** (as given in [Annexure A](#)) from the date of placement of PO. The delivery date will be indicated in the Purchase Order as per project requirement or priority.

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- 2.6.3. Staggered delivery wherever applicable will be clearly mentioned at the time of PO placement.
- 2.6.4. The finished components have to be dispatched as per the dispatch priority issued by BHEL at the time of purchase order placement. If staggered delivery is applicable, then delivery should be as per the date mentioned against each line item.
- 2.6.5. Vendors have to arrange for dispatch of the finished goods either in Trucks or Trailer/ Hydraulic axles etc. for safe delivery through their transport carriers. Safe delivery of the goods to designated location is in the scope of the vendor. Deviation/ discrepancy of the goods supplied by the vendor, if any, shall have to be rectified or replaced by vendor. If such deviation/discrepancy is not rectified/replaced by the concerned vendor, the same will be rectified /replaced by BHEL and the cost incurred shall be recovered from the vendor.
- 2.6.6. Loading of finished goods on Truck / Trailer etc. including packing, lashing wherever required for safe transportation is in the scope of the vendor.
- 2.6.7. Transit insurance, if any, shall be in vendor's scope. The quoted rate shall include all charges associated with such insurance.
- 2.6.8. As soon as the dispatches are made, vendors have to submit scanned copy of LR, DC and GST Invoice to BAP/Ranipet. Vendor has to arrange for acknowledgment of the finished goods in good condition after due verification.
- 2.6.9. Original acknowledged LR copies along with IR, DC, GST invoice and system generated online invoice including other annexures also to be furnished to BHEL for processing the invoice.
- 2.6.10. Vendor should get their clarifications (w.r.t Engineering drawings, Material substitutions, quality procedural clarifications) resolved within 15 days from the receipt of Drawing / PO. Any delays in raising query will have to be accommodated by the vendor within the PO delivery date.
- 2.6.11. If consignments are required to be delivered to BHEL/Ranipet shipping for any reason, no freight charges shall be payable.

2.7. PAINTING, STENCILING & PACKING

- 2.7.1. Vendor shall procure required paint (as specified in the Painting Scheme) only from BHEL approved sources with original Test Certificates. BHEL approved sources are mentioned in [Section VII](#). Vendor shall refer the latest version of Painting scheme and applicable quality documents during execution of Purchase Orders.
- 2.7.2. The finished product shall be cleaned (surface prepared) and painted as per the approved procedures given in [Section VIII](#).
- 2.7.3. Painting is to be done by qualified operator/painter in line with the said procedure.
- 2.7.4. The Project name, Work Order No., DU Number, Weight, and Vendor Code number shall be legibly stencilled for identification and dispatch as may be advised.
- 2.7.5. After painting and stencilling, suitable packing should be made, according to the job size. Vendor shall do the packing as per the instructions given in QP/Drawings or documents referred therein. Loose pieces should be sent only by pack of appropriate size which is in the scope of vendor. As applicable, identification on parts shall be made on the Flanges / Angles. Match marks on parts shall be letter punched and stencilled. Identification of Structures shall be letter punched and stencilled. Vendor Code number shall be letter punched and bordered suitably for identification. Machined / drilled

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surfaces shall be protected with rust preventive oil. Weldable areas are to be applied with weldable primer.

In the event of post-delivery complaint regarding poor product quality, including but not limited to painting issues, the vendor shall be required to rectify the defect within a specified timeframe (usually under a month's period). Should the vendor fail to undertake rectification, BHEL reserves the right to take alternate actions to carry out the necessary repairs or rework, with all associated costs being recoverable from the vendor. The vendor's responsibility for product quality extends beyond the normal warranty period, notwithstanding any prior inspections or approvals by BHEL, QC, or AIA. Proper adherence to established blasting and painting processes is expected to ensure the durability of the paint coat for a period of 5 to 8 years, even in severe or corrosive environments, therefore, vendors shall not be absolved of their obligations beyond the warranty period. To avoid potential penalties, vendors are advised to strictly follow the prescribed processes for blasting and painting.

2.8. GST COMPLIANCE IN RESPECT OF ENSURING INPUT TAX CREDIT (ITC)

- 2.8.1. GST shall be applicable. GST shall be paid extra at the prevailing rate. TDS on GST is applicable as per prevailing norms of GST Act.
- 2.8.2. Supplier shall mention their GSTIN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTIN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- 2.8.3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 2.8.4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTIN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- 2.8.5. All documents like Test Certificate, LR copy, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- 2.8.6. In case of discrepancy in the data uploaded by supplier in the GSTIN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTIN portal or issue credit note (details to be uploaded in GSTIN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
- 2.8.7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty (if

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any) will be deducted/recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

2.8.8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

2.8.9. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

2.8.10. Duplicate copy of the Invoice meant for the transporter should accompany the material as stipulated under CE Rules 52A and 172C OR 57CE.

2.9. INSPECTION

2.9.1. Inspection shall be done by BHEL Quality Control Department and / or by our customers and / or by an appointed agency or persons authorized by BHEL. Vendor shall provide all facilities and equipment's, calibrated instruments and standard gauges required for inspection free of charge.

2.9.2. The works are deemed to have been completed and accepted, only after the inspector / Agency/Agencies accept/approve the Inspection Report (IR). IR has to be raised as per BHEL's format available in VIS.

2.9.3. Readiness of material/WIP/job for inspection shall be informed to BHEL/BHEL authorized agency at least 3 days for the planning of inspection.

2.9.4. Nevertheless, inspection and acceptance of the component does not absolve the responsibility of the vendors against any manufacturing defects noticed post-delivery.

2.9.5. BHEL representative from unit or Corporate Quality is authorised to carry out audits along with TPIA at Vendor's works before clearing the items for dispatch wherever required.

2.10. PRICE VARIATION CLAUSE (PVC)

2.10.1. Price variation clause is applicable for Raw material component. The methodology for PVC is given in [Section IX](#).

2.11. EVALUATION OF PRICE BIDS

2.11.1. Rate(s) quoted by Vendor in respective Rate Schedule(s) shall be based on the Scope of Work given in this Tender Enquiry. (Note: Quoted rate shall be exclusive of GST.)

2.11.2. The rates quoted shall be evaluated RS wise on the basis of "Total cost to BHEL".

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

2.11.4. If more than one bidder happens to occupy same status other than L1 the following methodology will be followed. The sub-ranking will be done in the order by providing lower ranking to the vendors having an earlier date of commencement of activity as in MSME certificate. If further tie breaking is required, then 'draw of lots' shall be taken as a final measure (in presence of such vendors, who may like to be present) to break the tie.

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- 2.11.5. Tenderer contacted for this enquiry does not automatically qualify for consideration just because they are found to be the lowest in Tender. BHEL reserves the right to reject any offers without assigning any reasons.
- 2.11.6. If the L1 rate is found not acceptable to BHEL, then the L1 firms may be called for negotiation before finalizing the rate.
- 2.11.7. BHEL has the right to re-float or short-close the Tender if L1 price is not the lowest acceptable price, or for other reasons.
- 2.11.8. Elimination of Vendors:
- 2.11.8.1. If the number of qualified responses is more than the number of [required sources](#) for the RS then, 10% of the bids with highest rates in the order of ranking (H1, H2, H3, etc.) shall be eliminated. (ie. 90% of the offers received, rounded to next higher number will be considered eligible). However H1 vendors will not be considered under any circumstances.
- 2.11.8.2. If the number of qualified responses is less than the number of [required sources](#) for the RS, then only H1 vendor will be eliminated.
- 2.11.8.3. In case of only one/two qualified responses, no elimination will be done.
- 2.11.9. The rates shall be quoted only in the Price Bid format in numerals.
- 2.11.10. All bidders shall submit their offers by filling-in the format of the BHEL tender documents. Offers received in any other format are liable to be rejected. Offers are asked in BHEL's format for purpose of standardisation - to help in the offer evaluation.
- 2.11.11. Offer with any pre-conditions (like conditional discounts) for price are liable for rejection.
- 2.11.12. BHEL reserves the right to reject without assigning any reasons other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.
- 2.11.13. In case of any discrepancy between the description of work or quantities, specifications, drawings and for other tender documents, the decision of BHEL in writing is final, binding and conclusive for the purpose of this contract.
- 2.11.14. BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation/execution of a contract at any of BHEL projects / units.
- 2.11.15. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offeror and
- 2.11.16. If so required by BHEL, Supplier may have to share their cost data / costing sheet with BHEL.
- 2.11.17. After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period, suitable action will be taken as per guidelines for Suspension of Business Dealings.
- 2.11.18. Vendor with the lowest rate shall be declared as L1 vendor. Bid with the next highest evaluated cost shall be ranked L2, and the next be L3, and so on.

2.12. COUNTER OFFERING PROCESS

- 2.12.1. Once the L1 rate is finalized, then the L1 rate shall be counter offered to the other technically qualified vendors for their acceptance.
- 2.12.2. Counter offer will be presented to all eligible vendors except those vendors who have been eliminated as per clause 2.11 of this section.

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- 2.12.3. If there is tie among eligible vendors for ranking position other than L1, then tie-breaking shall be done, and ranking for each vendor shall be revised subsequently. Counter offering shall be done based on the revised ranking. However, loading shall be done contingent to acceptance of Counter Offer, revised tender ranking post tie breaking and load distribution terms as specified in the tender enquiry.
- 2.12.4. In case of counter offered rate for a particular RS is not accepted by any lower tender ranked vendors, then the load designated for that lower ranked vendor will be allotted to the next lower ranked vendor and so on till the number of required sources is achieved.
- 2.12.5. In case of non-Execution by a vendor, the quantum not executed by the defaulting vendor will be offered to eligible vendors in order of their tender rank. In case the identified quantum could not be loaded on existing vendors due to their capacity constraints/not willing to take further load then the quantum shall be offered to other vendors who have accepted the counter offer based on tender ranking.
- 2.12.6. Contract will be entered with the vendors who accepted the counter offer.

2.13. LOAD DISTRIBUTION

- 2.13.1. Load distribution shall be done in the following manner-

Load Distribution				
Sno.	RS	RS Description	Quantity	No. of Vendors required
1.	VC01	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	307 Mt ± 30%	L1: 55% L2: 45%
2.	VC02	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also	807 Mt ± 30%	L1: 25% L2: 20% L3: 15% L4 to L7: 10% each

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Load Distribution				
Sno.	RS	RS Description	Quantity	No. of Vendors required
		includes delivery of finished goods to project site.		
3.	VC03	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	229 Mt ± 30%	L1: 55% L2: 45%
4.	VC04	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	1858 Mt ± 30%	L1: 12% L2: 10% L3: 08% L4 to L8: 07% each L9 to L15: 05% each
5.	VC05	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	343 Mt ± 30%	L1: 55% L2: 45%
6.	VC06	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels,	559 Mt ± 30%	L1: 27% L2: 22%

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Load Distribution				
Sno.	RS	RS Description	Quantity	No. of Vendors required
		Bracket Assembly in X25 and Other Product Job Similar to Plate Panels, etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.		L3: 20% L4 to L5: 15.5% each
7.	VC07	Complete manufacture of ESP Casing Walls, Hopper Walls, Insulator Panels, Bracket Assembly In X25 And Other Product Job Similar To Plate Panels etc. with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	4611 Mt ± 30%	L1: 06.50% L2: 05.75% L3: 05.00% L4 to L9: 04.50% each L10 to L15: 03.80% each L16 to L25: 03.30% each
8.	VT01	Complete manufacture of ESP - Hopper Transition (Square/Rectangular To Circular) with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	806 Mt ± 30%	L1: 12% L2: 10% L3: 08% L4 to L8: 07% each L9 to L15: 05% each

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Load Distribution				
Sno.	RS	RS Description	Quantity	No. of Vendors required
9.	VT02	Complete manufacture of ESP - Hopper Transition (Square/Rectangular To Circular) with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	2175 Mt ± 30%	L1: 05.50% L2: 05.00% L3: 04.50% L4 to L14: 04.25% each L15 to L21: 03.65% each L21 to L25: 03.20% each
10.	VFO1	Complete manufacture of ESP - Inlet/Outlet Funnel Walls with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	254 Mt ± 30%	L1: 55% L2: 45%
11.	VFO2	Complete manufacture of ESP - Inlet/Outlet Funnel Walls with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to project site.	507 Mt ± 30%	L1: 40% L2: 35% L3: 25%
Total			12456 Mt ± 30%	

2.13.2. Purchase Orders (POs) shall be issued in phased manner as per the given load distribution.

2.13.3. Performance monitoring of the supplier will be carried out periodically. This will be one of the main criteria for ordering.

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2.14. PURCHASE ORDER CANCELLATION

The purchase order may be cancelled in any of the following cases:

- 2.14.1. BHEL has the right to divert/cancel the Purchase Order if the Vendor has not procured minimum 50% of the quantity of Raw Materials for each Purchase Order within 60 days from PO date. Purchase order placed on steel mills and with proper payment voucher/proof will be considered for not cancelling the PO by BHEL. The submission of data by Vendor for clearance by BHEL/QC shall be the proof of procurement. This is to avoid delay in project schedule due to delay in raw material procurement by Vendors. In case the Vendor fails to meet above requirement regarding raw material procurement, BHEL has the right to get the items ordered elsewhere and Clause related to BREACH OF CONTRACT, REMEDIES AND TERMINATION as given above shall be invoked with notice to the Vendor and action shall be taken as per extant Guidelines for Suspension of Business dealings with Suppliers / Contractors. Moreover, no compensation shall be given to the Vendor, in case of such cancellation/diversion of PO(s) even if the jobs have been processed partly.
- 2.14.2. If the Contractor fails to deliver the jobs as committed by the vendor, any instalment thereof within the period fixed for such delivery, or the contractor's poor progress of the job / vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of supply does not appear to be executable within balance available period.
- 2.14.3. Non-supply by the contractor within scheduled completion/delivery period as per Contract, for the reasons attributable to the contractor.
- 2.14.4. Assignment, transfer, subletting of Contract without BHEL's written permission.
- 2.14.5. If the contractor be an individual or a sole proprietorship Firm, in the event of the death or insanity of the contractor.
- 2.14.6. Non-compliance to any contractual condition or any other default attributable to contractor.
- 2.14.7. In the event of the non-performance of the contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate action as mentioned in the breach of contract.

No compensation shall be given to the Subcontractor, in case of cancellation of PO(s) even if the jobs have been processed partly.

2.15. QUALITY / TECHNICAL REQUIREMENTS:

- 2.15.1. Supply of the components should strictly conform to dimensions and tolerances indicated in the Drawings, Quality Plan and Duct Manual, if applicable. Vendors must ensure that dimensional deviations, if any, are recorded properly in the Dimension Record books and the same shall be made available to BHEL Officials or their authorized agencies. All the Quality records are to be submitted to BAP/Ranipet portal. Any correction or revisions as advised by BHEL in post PO stages, shall be carried out by the vendor. Based on the revised drawings or interim inspection from BHEL, extra cost implications for such changes if any shall be informed to BHEL before carrying out the job.
- 2.15.2. Welding to be carried out by Qualified Welder and as per BHEL Approved Welding Procedure Specification. The welder qualification and welding procedure (as per relevant

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SIP) shall have to be done by QC / BHEL or by their authorized appointed agency. The cost of any approval on this account is in the scope of vendor.

- 2.15.3. The surface of the welds shall be free from slag, coarse ripples, overlaps, undercuts and abrupt ridges to avoid stress raisers.
- 2.15.4. Proper sequence of welding shall be adopted to minimize distortion. The distortion of the finished jobs, if any, may be corrected by mechanical means / hot correction.
- 2.15.5. Any other work to be carried out other than the requirements of Drawings / QWIs shall have the prior approval of BHEL.
- 2.15.6. Adequate facilities like welding equipment's, baking oven, handling facilities and measuring instruments duly calibrated as called for by us must be available. All the above equipment's must be under working condition and the same is to be made available for verification by BHEL Officials or their authorized agents.
- 2.15.7. The instruments / gauges are to be calibrated at BHEL Lab (chargeable basis as per applicable rates) or any NABL, approved Lab periodically as follows:
- Sl. No. Type Periodicity
 - Measuring Instruments / Gauges - One Year
 - Limit Gauges (E.g., Plug / Ring) - One Year
 - Temperature, Pressure Gauges - 6 Months
 - Measuring Steel Tapes – One Time
- 2.15.8. Calibration status shall be displayed at the Vendor's Works in a conspicuous location.

2.16. PROGRESS REPORT

- 2.16.1. The vendor shall mail their completion plan and progress report from time to time as and when required by BHEL.
- 2.16.2. The submission, receipt and acceptance of such reports shall not prejudice the rights of BHEL, under the contract nor shall operate as estoppels against BHEL, merely by reason of the fact that they have not taken notice of or objected to any information contained in such reports. Action as deemed fit in line with BHEL procedures/contract conditions would be taken if the progress of work is not satisfactory.

2.17. MSE PREFERENCE & DOCUMENTS

- 2.17.1. Special Provisions for MSE vendors envisaged in this enquiry is narrated in [Section X](#).

2.18. PAYMENT TERMS

- 2.18.1. The weights in Group Manufacturing Specification (GMS) shall be the basis for calculating the total requirement of raw materials for fabrication. However, vendor shall correlate all the drawings & GMS and take into consideration a suitable process allowance over and above this, for procurement of raw materials. For the purpose of billing as well as transport, the weight of GMS shall be the basis. Changes in the weight due to material substitution will be carried out by temporary DCN & GMS / PO will not be revised on account of this.
- 2.18.2. 100% Payment shall be made through electronic mode by EFT/RTGS within 45 days for MSE vendors and 90 days for Non MSE vendors from the date of goods receipt, IR and Invoice to BHEL Ranipet subject to submission of bill along with goods receipt

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- acknowledgement / acknowledgement requisite documents in original including Performance Bank Guarantee of 5% of the PO value. Vendors have to coordinate with the BHEL authorities for obtaining acknowledgement.
- 2.18.3. Billing shall be made for complete PO Sl. No. (i.e. one Complete DU), and Bills for partial dispatches of PO Sl. No. (DU) will not be entertained.
- 2.18.4. E-invoicing under GST is being implemented w.e.f. 1st October 2020 for all the taxable Suppliers having turnover of more than Rs. 5 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.
- 2.18.5. Vendor should ensure that the following documents are submitted for bill processing to avoid any delay in processing of payment-
- Online Invoice – duly signed by vendor with seal
 - Online Invoice Annexures - duly signed by vendor with seal
 - GST Invoice – Original copy for RECEIPT - In vendor letter head (Values to be checked with B2B/VIS tax invoice template) and a copy of the GST invoice should be attached.
 - Original IRs – with relevant painting/SB remarks and ODC details (if applicable) - duly signed by BHEL QC inspector and vendor with seal
 - Original DCs – Sign and seal of vendor
 - Original LRs – Quantity dispatched as loose/packed acknowledged by BHEL official along with sign and name seal – LR acknowledged.
 - Performance Bank Guarantee @ 5% of the PO value.
- 2.18.6. The concessions/ subsidies as applicable to MSE vendors as per Govt. guidelines subject shall be Extended to eligible MSE vendors subject to submission of valid documents.
- 2.18.7. Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate the discounting of invoices for MSMEs from buyers through multiple financiers. Invoice discounting on TReDS involves three participants MSME Supplier, Buyer and Financier. Vendor may register themselves on TReDS platforms to obtain the intended benefit.

2.19. PERFORMANCE BANK GUARANTEE (PBG)

- 2.19.1. The supplied products shall be guaranteed against manufacturing defects or faulty workmanship for a period of 18 months from the date of receipt.
- 2.19.2. The vendor shall warrant that the supplied products shall fully comply with the drawings and other technical requirements for a warranty period of 18 months, commencing from the date of receipt of the last dispatch. If any defects arise due to faulty raw materials, workmanship, or incomplete work within this 18-month period, the vendor shall rectify or replace the defective products at the current location of the product, free of charge.
- 2.19.3. To secure this warranty, the vendor shall furnish a Performance Bank Guarantee (PBG) as per [Annexure M](#), amounting to 5% of the Purchase Order (PO) value before date of receipt (GR date) of the last dispatch of the said PO.

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- 2.19.4. Validity of PBG: From [the date of submission of PBG] till [date of last dispatch + 18 months (warranty period)] + 90 days (Claim period)
- 2.19.5. If the vendor fails to complete the required rework at the current location of the product within a reasonable time (not more than the PO delivery period), BHEL reserves the right to complete the rework and the cost incurred by BHEL for such rework shall be deducted or recovered from the PBG, any amounts payable to the vendor, or both.
- 2.19.6. The PBG shall be forfeited and credited to BHEL's account in the event of a breach of contract by the vendor/supplier.
- 2.19.7. No interest shall be payable by BHEL on PBG.

2.20. BREACH OF CONTRACT

- 2.20.1. In case of breach of contract, wherever the value of security instruments like 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 the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners-
 - 2.20.1.1. from dues available in the form of Bills payable to defaulted supplier against the same contract.
 - 2.20.1.2. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- 2.20.2. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.
- 2.20.3. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
- 2.20.4. No compensation shall be given to the vendor even if the jobs have been processed partly.

2.21. LIQUIDATED DAMAGES

- 2.21.1. Timely delivery is the essence of the Contract.
- 2.21.2. The finished jobs should be delivered as per the delivery date stipulated in the PO. In case of delay in delivery beyond the delivery period specified in PO at item level, Liquidated Damage (LD) will be levied on the undelivered portion. Liquidated Damage (LD) will be levied at the rate of 0.5% of corresponding PO line item value for each week of delay or part thereof based on last dispatch date for the PO line item. LD is subject to a maximum of 10% of total PO Value (max 11.8% of PO value i.e. 10% plus applicable GST) without prejudice to any other relief or compensation to BHEL, under any other condition of the contract and applicable laws.
- 2.21.3. There is no maximum limit on the value of LD% calculated at PO item level. Cumulative value of LD for a PO is subject to a maximum of 10% of the total value of the particular Purchase order.
- 2.21.4. Since LD shall be recovered invoice wise, so invoice should be submitted for the fully completed DUs/PO Item. GST shall be applicable on the LD thus recovered from a Vendor/Subcontractor, and the same shall also be recovered along with the LD.
- 2.21.5. Request for extension of PO delivery date shall not be entertained for normal cases unless there are delays which have justifiable reasons attributable to BHEL. In case of amendment in PO, LD will be calculated as per the amended PO.

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- 2.21.6. Invoices received without any request for delivery extension and or without proper justification, LD will be automatically deducted.
- 2.21.7. In such cases where the reasons for delay are attributable to BHEL. Request for delivery extension should be submitted along with supporting documents & justification, indicating the number of days/dates till which extension is requested. Extension shall not be made beyond this date.
- 2.21.8. Reasons such as power cut, labour issues, machine break down, etc., which are controllable by the Subcontractor shall not be accepted as reason for delay while requesting for extension of PO.
- 2.21.9. Delivery extension if any, should be obtained before Invoice creation in VIS.

2.22. DETENTION CHARGES

- 2.22.1. No detention charges applicable

2.23. ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP

- 2.23.1. If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the fabricator shall on demand in writing from BHEL specifying the work, materials/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL reserves right to rectify or remove and re-execute the work at the risk and expense of the said vendor.
- 2.23.2. BHEL will have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract.
- 2.23.3. BHEL shall have the authority to reject any work that does not conform to the specifications. BHEL may also direct the allocation of resources to any portion of the work as deemed necessary in their judgment and may order the increase or decrease of those resources. Additionally, BHEL has the final authority to make decisions on any matters that arise during the execution of the work.
- 2.23.4. BHEL reserves the right to suspend the work, or any part thereof, at any time, without any liability for claims arising from such suspension. In the event of a dispute, the fabricator may appeal to BHEL, whose decision shall be final and binding.
- 2.23.5. Any costs incurred by BHEL to rectify or make good any items supplied by the vendor due to defective workmanship shall be recoverable from the Performance Bank Guarantee or any amounts payable to the vendor.

2.24. SUBLETTING

- 2.24.1. The vendor shall not sublet or assign this work or any part thereof without the prior written permission of BHEL. In the event of the vendor subletting or assigning this work or any part thereof without such permission, BHEL shall reserves right-
 - 2.24.1.1. to pay only a reasonable amount deemed fit by BHEL for the sublet work,
 - 2.24.1.2. or to cancel the sublet work and execute the same elsewhere at the risk and cost of the vendor and the vendor shall be liable for any loss or damage which BHEL may sustain in consequence of such event.

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2.24.2. Further BHEL reserves the right to cancel the PO's placed on such vendor/s and suspend the business dealings with such vendor/s as per the policy of BHEL.

2.25. VENDOR PERFORMANCE RATING

2.25.1. Quality, right at the first time and delivery in time are the essence of the contract.

2.25.2. Based on the feedback on the quality of the finished goods received, delivery performance and service rendered; a General Feedback on the Performance will be sent to vendors or hosted in VIS system. Vendors are required to take note of the deviations enumerated in this and improve their performance in subsequent dispatches. Vendors, whose performance is poor continuously, are liable to be viewed and actions shall be taken in line with the extant "Guidelines on Suspension of business dealings with suppliers/ contractors".

2.26. CONFIDENTIALITY OBLIGATION

2.26.1. All the documents of BHEL (inclusive of Drawings, GMS and Standards) made available to the vendor should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. Such documents should be returned to BHEL after completion of the work ordered and also as and when BHEL demands.

2.26.2. The above **CONFIDENTIALITY CLAUSE** is binding on the employees of the vendors also. Any contravention will be viewed very seriously and may include cancelling the contract or legal action on the vendor.

2.27. ABNORMALLY LOW OFFERS

If the prices offered by L1 Bidders are found to be unrealistic, unworkable with respect to BHEL's estimate or prevailing market rates, BHEL will ask for justification also demand the break up cost element for such rates from the vendors with appropriate documentary evidence and if not submitted it will be construed that the vendor has offered the rates with an intention to sabotage BHEL Tender process/ tamper Tendering procedure, affecting the tender process. In such cases, BHEL will have the discretion to reject the offer in line with BHEL procedures. Hence the bidders are advised to exercise abundant care in submitting a correct genuine offer.

2.28. B2B COMMUNICATION

2.28.1. BHEL will establish communication with our Vendors through **B2B**. Most of the mass communications are sent through B2B and hence vendors are advised to access our web regularly.

2.28.2. Vendors are required to have Internet connectivity.

2.28.3. Vendors are required to access our web site on a regular basis.

2.28.4. Before commencing the job, latest GMS, Quality Plan applicable to the project or PO is to be ascertained, through the B2B portal. All the Quality records are to be submitted to BAP/Ranipet portal.

2.29. REVERSE AUCTION

2.29.1. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <https://www.bhel.com/supplier-registration>) for this tender. RA shall be conducted

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- among the techno commercially qualified bidders. Price bids of all techno commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. The philosophy followed for reverse auction shall be English Reverse (No ties).
- 2.29.2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2.29.3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on-line bidding on internet.
- 2.29.4. Before reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 2.29.5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 2.29.6. Bidders have to E mail the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 2.29.7. Reverse auction will be conducted on scheduled date & time.
- 2.29.8. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, to the Service provider within two working days of Auction without fail.
- 2.29.9. Bidders are required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
- 2.29.10. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 2.29.11. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 2.29.12. . The calculation sheet e.g. excel sheet (which will help to arrive at ‘Total Cost to BHEL’) will be communicated to respective bidders of RA by BHEL. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Goods & Services Tax (GST) and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.]
- 2.29.13. This calculation sheet will be finalized based on the evaluation criteria specified in the NIT.
- 2.29.14. Start price for RA shall be lowest of sealed envelope price bid.
- 2.29.15. Wherever more than one lowest sealed envelope price bids are identical and lower than the estimate, the start price, would be that price arrived by reducing the lowest sealed envelope price bid by maximum of one decrement.
- 2.29.16. The start price & bid decrement will be decided by RA committee of BHEL and the same would be communicated to the service provider, to start the bidding process.

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- 2.29.17. Only those bidders who have submitted the 'Process compliance form' duly signed and within the scheduled time would be eligible to participate in RA process.
- 2.29.18. Reverse Auction will be conducted if two or more bidders are techno commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}.
- 2.29.19. In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017 who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.
- 2.29.20.
- 2.29.21. The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder.
- 2.29.22. If the start price is lower than the lowest sealed envelope price bid, on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly.
- 2.29.23. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder.
- 2.29.24. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.
- 2.29.25. No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- 2.29.26. Wherever the evaluation is done on total cost basis, after RA, prices of individual line items shall be reduced on pro-rata basis.
- 2.29.27. In case of splitting requirement, H1 bidder(s) who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) number of suppliers do not accept the counter offer. However, the principle of splitting to N-1 bidder shall be maintained in line with extant Purchase Policy / Work Policy
- 2.29.28. Reasonability of rates received through RA to be ascertained as per extant Policy provisions.
- 2.29.29. In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) would be treated as sealed envelope price bid.

Note: In order to bring more transparency and to address any queries of Bidders on Reverse Auction, an abridged version of BHEL's "Common Guidelines for conducting Reverse Auction (RA)" has been

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hosted in BHEL's web site www.bhel.com under the links "Supplier Registration Page" and "Tender Notification". All Bidders are requested to visit the link and familiarize themselves with BHEL's RA procedures and guidelines before submission of their bid/s. Submission of Bid shall mean that the Bidder has read and understood BHEL's RA procedures and the bid is in agreement with the same.

2.30. INTEGRITY PACT (IP)

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

Sl no	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

2.30.2. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competed to participate in the bidding. In other words, entering into pact would be a preliminary qualification.

2.30.3. Please refer section-8 of the 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 IEMs shall be done through email only.

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

Contact Person	B. Sivasubramanian	Vikas Kumar Sahu
Designation	Sr. Manager	Dy. Manager
Address	Outsourcing Department, III Floor, Admin Building, BAP, BHEL-Ranipet, Tamil Nadu, Pin: 632406.	Outsourcing Department, III Floor, Admin Building, BAP, BHEL-Ranipet, Tamil Nadu, Pin: 632406.
Phone	0417 228 4030 9442586376	0417 228 4844 9488894989
E-mail	bsmanian@bhel.in	vksahu@bhel.in

Integrity Pact is applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees Two Crores. Format of Integrity Pact is given in [Annexure B](#) along with the tender documents for ready reference.

2.31. FRAUD PREVENTION POLICY

2.31.1. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on website <https://bapscm.bhel.in> and shall immediately bring to the notice

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of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

2.31.2. As per BHEL's Fraud prevention Policy, Nodal officers were nominated by BHEL Management. The details of such Nodal officers are furnished below:

Name Shri/Smt	Designation	Email ID	Phone No
Manimala K P	GM/Outsourcing & Material management	manimala@bhel.in	04172-28 4050
Mohan P	GM/S&OM & DTG	pmo@bhel.in	04172-28 4607
Sivaprakasam P	GM/Engineering, Operations, Services, PC and P&MS	sprakasam@bhel.in	04172- 28 4964
Suresh Kumar P	GM/Shipping & Works Contract Management	psureshkumar@bhel.in	04172-28 4300
Vijayalakshmi K G	GM/Finance	kgviji@bhel.in	04172- 28 4518
Bushkalainathan B	DGM/Vigilance	bushkalai@bhel.in	04172-28 4463

2.31.3. Any bidder / contractor who come across any fraudulent behaviour of BHEL's employees may communicate the same to any / all of these Nodal officers.

2.32. OTHER CONDITIONS

2.32.1. Partnership firms should have the latest Form-A (Rule 5) Declaration issued by Registrar of Firms and the copy of the same should be produced at the time of signing of the Contract.

2.32.2. BHEL Ranipet never enters in to any agreement or never gives any undertaking or Power of Attorney to any Bank/s in relation to the Bill discounting facilities availed/ to be availed by its various vendors. BHEL Ranipet has no obligation what so ever, directly or indirectly, to any Bank/s in relation to the Bills received by BHEL Ranipet excepting payment of the same as authorised by the vendors at the time of entering into the contract, subject to the conditions for honouring the Bills provided in the contract and BHEL does not recognise any charge on the proceeds of the Bill. If any Bank initiates any legal action against fabricator/s in relation such facilities and includes BHEL a party in the said dispute, all legal expenses, cost and any other losses thereof shall be recovered from the concerned vendors.

2.32.3. All the Statutory Obligations such as ESI, PF, Labour Acts, Factories Act, GST, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid with notice to the vendor and recovered from any pending / future bills.

2.32.4. All Safety Precautions and use of Safety Equipment's are to be followed while carrying out the fabrication and Dispatch of the same. The vendor must have proper tools and handling equipment's. There should always be a responsible person available to oversee the operation and compliance of safety regulation etc. If any non-compliance with respect to proper safety conditions/requirements, BHEL may withhold visit/inspection,

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instruct stoppage of work till such time the desired safety requirements/conditions are met with.

- 2.32.5. Vendors are required to equip themselves with communication facilities like Telephone, internet and e-mail, etc. BHEL will have the right not to consider those vendors who do not equip themselves with these facilities.
- 2.32.6. The vendor shall be responsible for mismatch of components if any noticed at site during erection. Any rework shall be carried out by vendor at their cost and risk including transport, if necessary.
- 2.32.7. All clarifications pertaining to techno-commercial conditions of the tender shall be sought before submitting the price bid. After issuance of LOI, no claim for increase in rates will be entertained by BHEL.

For and on behalf of-
AGM / Outsourcing,
Boiler Auxiliaries Plant,
Bharat Heavy Electricals
Limited, Ranipet

SECTION – V

TYPICAL DRAWINGS FOR EACH RATE SCHEDULE

All the drawings referenced in this section are sample drawings representing the approximate work content in the corresponding RS. These drawings are given in a separate file named '**Drawings.rar**'. Actual drawings of the job shall be issued along with the PO.

RS-wise List of Reference Drawings		
Sno.	RS	Drawings reference numbers
1.	VC01	1-79-542-07339, 2-79-542-08196 to 2-79-542-08211, 3-79-542-06106 to 3-79-542-06111
2.	VC02	0-79-942-01711, 1-79-942-07545 to 1-79-942-07560, 3-79-942-06381 to 3-79-942-06386
3.	VC03	1-79-946-07504, 2-79-947-08534 to 2-79-947-08536
4.	VC04	1-79-949-07433, 1-79-949-07434, 2-79-949-08413 to 2-79-949-08431
5.	VC05	0-79-842-01708, 1-79-842-07522 to 1-79-842-07537, 3-79-842-06371 to 3-79-842-06373
6.	VC06	0-79-846-01707, 2-79-846-08556 to 2-79-846-08571, 0-79-846-01707, 2-79-847-08552 to 2-79-847-08555
7.	VC07	0-79-845-01690, 0-79-845-01691, 1-79-845-07383, 1-79-845-07384, 1-79-845-07388, 2-79-845-08345, 0-79-846-01707, 2-79-846-08556 to 2-79-846-08571, 2-79-849-08308 to 2-79-849-08335
8.	VT01	1-79-544-07432, 1-79-544-07481, 1-79-544-07484, 1-79-544-07485, 1-79-544-07487, 1-79-544-07488, 1-79-544-07490, 1-79-544-07491, 3-79-544-06179
9.	VT02	1-79-544-07432, 1-79-544-07481, 1-79-544-07484, 1-79-544-07485, 1-79-544-07487, 1-79-544-07488, 1-79-544-07490, 1-79-544-07491, 3-79-544-06179
10.	VFO1	2-79-850-08376, 1-79-850-07427, 1-79-850-07428, 2-79-850-08377 to 2-79-850-08396, 2-79-850-08398 to 2-79-850-08409
11.	VFO2	2-79-850-08376, 1-79-850-07427, 1-79-850-07428, 2-79-850-08377 to 2-79-850-08396, 2-79-850-08398 to 2-79-850-08409

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LIST OF MAJOR RAW MATERIALS FOR EACH RATE SCHEDULE

RS-wise Bill Of Material (BOM)			
Sno.	Raw Material	% Composition	JPC Material Category for PVC
1.	RS VC01		
1.1.	CHEQ:PLATE 5MM - IS 3502 TYPE B	73.46%	PLATES 6 MM
1.2.	ISA 80X80X8 - IS 2062 GR.A	14.74%	ANGLES 75X75X6 MM
1.3.	ISMC 100X50 - IS 2062 GR.A	5.95%	CHANNELS 75X40 MM
1.4.	SHEET 4.00-IS 5986 FE 330/GR.205	5.04%	H. R. COILS 3.15 MM
1.5.	ISA 75X75X6 - IS 2062 GR.A	0.47%	ANGLES 75X75X6 MM
1.6.	ISA 65X65X6 - IS 2062 GR.A	0.34%	ANGLES 50X50X6 MM
2.	RS VC02		
2.1.	CHEQ:PLATE 5MM - IS 3502 TYPE B	69.81%	PLATES 6 MM
2.2.	ISA 80X80X8 - IS 2062 GR.A	18.98%	ANGLES 75X75X6 MM
2.3.	ISMC 100X50 - IS 2062 GR.A	5.53%	CHANNELS 75X40 MM
2.4.	SHEET 4.00-IS 5986 FE 330/GR.205	4.79%	H. R. COILS 3.15 MM
2.5.	ISA 75X75X6 - IS 2062 GR.A	0.56%	ANGLES 75X75X6 MM
2.6.	ISA 65X65X6 - IS 2062 GR.A	0.32%	ANGLES 50X50X6 MM
3.	RS VC03		
3.1.	HR PLATE 5MM - IS 2062 E250 GR.BR	65.21%	PLATES 6 MM
3.2.	ISA 100X100X10 - IS 2062 GR.A	33.49%	ANGLES 75X75X6 MM
3.3.	ISA 65X65X6 - IS 2062 GR.A	1.21%	ANGLES 50X50X6 MM
3.4.	ROUND DIA 20MM-IS 2062 GR.A	0.09%	Rounds 16 MM
4.	RS VC04		
4.1.	HR PLATE 5MM - IS 2062 E250 GR.BR	47.21%	PLATES 6 MM
4.2.	ISMC 300X90 - IS 2062 GR.A/B	27.13%	CHANNELS 150X75 MM
4.3.	HR PLATE 6MM - IS 2062 E250 GR.BR	8.80%	PLATES 6 MM
4.4.	ISA 80X80X8 - IS 2062 GR.A	6.39%	ANGLES 75X75X6 MM
4.5.	ISMC 100X50 - IS 2062 GR.A	5.60%	CHANNELS 75X40 MM
4.6.	ISA 75X75X6 - IS 2062 GR.A	1.62%	ANGLES 75X75X6 MM
4.7.	ISA 100X100X10 SA/IS2062E250A	1.50%	ANGLES 75X75X6 MM
4.8.	ISMC 200X75 - IS 2062 GR.A	0.71%	CHANNELS 150X75 MM
4.9.	ISMB 200X100 - IS 2062 GR.A	0.52%	JOISTS 200X100 MM
4.10.	LIFTING:EYE FB 50 61810130	0.17%	PLATES 12 MM
4.11.	SUPPORT LUG - 61720140	0.16%	PLATES 6 MM
4.12.	HR PLATE 8MM - IS 2062 E250 GR.BR	0.10%	PLATES 6 MM
4.13.	ISA 50X50X6 - IS 2062 GR.A	0.10%	ANGLES 50X50X6 MM
5.	RS VC05		
5.1.	CHEQ:PLATE 5MM - IS 3502 TYPE B	71.35%	PLATES 6 MM
5.2.	ISA 80X80X8 - IS 2062 GR.A	17.06%	ANGLES 75X75X6 MM
5.3.	ISMC 100X50 - IS 2062 GR.A	5.91%	CHANNELS 75X40 MM
5.4.	HR SHEET 4.00MM - IS 1079 GR.D	4.92%	H. R. COILS 3.15 MM

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RS-wise Bill Of Material (BOM)			
Sno.	Raw Material	% Composition	JPC Material Category for PVC
5.5.	ISA 75X75X6 - IS 2062 GR.A	0.42%	ANGLES 75X75X6 MM
5.6.	ISA 65X65X6 - IS 2062 GR.A	0.34%	ANGLES 50X50X6 MM
6.	RS VC06		
6.1.	HR PLATE 6MM - IS 2062 E250 GR.BR	74.08%	PLATES 6 MM
6.2.	ISA 100X100X12 IS 2062	22.30%	ANGLES 75X75X6 MM
6.3.	ISA 75X75X6 - IS 2062 GR.A	2.28%	ANGLES 75X75X6 MM
6.4.	ISA 65X65X6 - IS 2062 GR.A	1.28%	ANGLES 50X50X6 MM
6.5.	LIFTING:HANDLE DIA 16 DRG:6181-0131	0.03%	Rounds 16 MM
6.6.	SCRU HEX 4.6 M16X35 IS1363/2/92	0.02%	PVC Not Applicable.
6.7.	NUT HEX M16 GR C4 -IS1363/3/92	0.01%	PVC Not Applicable.
6.8.	WDA:ROPE DIA 6MM,GR1, IS 4687/95	0.01%	PVC Not Applicable.
7.	RS VC07		
7.1.	HR PLATE 8MM - IS 2062 E250 GR.BR	36.87%	PLATES 6 MM
7.2.	HR PLATE 6MM - IS 2062 E250 GR.BR	28.50%	PLATES 6 MM
7.3.	ISMC 300X90 - IS 2062 GR.A/B	9.75%	CHANNELS 150X75 MM
7.4.	ISMC 200X75 - IS 2062 GR.A	7.38%	CHANNELS 150X75 MM
7.5.	ISMC 150X75 - IS 2062 GR.A	6.09%	CHANNELS 150X75 MM
7.6.	ISA 90X90X8 - IS 2062 GR.A	3.06%	ANGLES 75X75X6 MM
7.7.	HR PLATE 10MM - IS 2062 E250 GR.BR	2.13%	PLATES 10 MM
7.8.	ISMC 100X50 - IS 2062 GR.A	2.00%	CHANNELS 75X40 MM
7.9.	ISA 75X75X6 - IS 2062 GR.A	1.26%	ANGLES 75X75X6 MM
7.10.	ISMC 125X65 - IS 2062 GR.A	1.24%	CHANNELS 75X40 MM
7.11.	ISA 100X100X12 IS 2062	0.97%	ANGLES 75X75X6 MM
7.12.	ISA 100X100X10 - IS 2062 GR.A	0.22%	ANGLES 75X75X6 MM
7.13.	ISMB 200X100 - IS 2062 GR.A	0.21%	JOISTS 200X100 MM
7.14.	ISA 65X65X6 - IS 2062 GR.A	0.15%	ANGLES 50X50X6 MM
7.15.	LIFTING:EYE FB 50 61810130	0.07%	PLATES 12 MM
7.16.	SUPPORT LUG - 61720140	0.06%	PLATES 6 MM
7.17.	ISA 50X50X6 - IS 2062 GR.A	0.04%	ANGLES 50X50X6 MM
7.18.	SCR&NUT M16X35 C4 IS 1363/2&3	0.00%	PVC Not Applicable.
8.	RS VT01		
8.1.	HR PLATE 6MM - IS 2062 E250 GR.BR	32.49%	PLATES 6 MM
8.2.	HR PLATE 10MM - IS 2062 E350 GR.B0	18.71%	PLATES 10 MM
8.3.	HR PLATE 20MM-IS 2062 E250 GR.BR	13.73%	PLATES 12 MM
8.4.	ISMC 200X75 - IS 2062 E250 GR.B	13.37%	CHANNELS 150X75 MM
8.5.	HR PLATE 12MM-IS 2062 E250 GR.BR	7.59%	PLATES 12 MM
8.6.	HR PLATE 8MM - IS 2062 E250 GR.BR	7.49%	PLATES 6 MM
8.7.	HR PLATE 10MM - IS 2062 E250 GR.BR	2.50%	PLATES 10 MM
8.8.	ISA 110X110X8 - IS 2062 GR.A	2.07%	ANGLES 75X75X6 MM
8.9.	ISMC 100X50 - IS 2062 GR.A	1.19%	CHANNELS 75X40 MM

SECTION – VI

RS-wise Bill Of Material (BOM)			
Sno.	Raw Material	% Composition	JPC Material Category for PVC
8.10.	ERW TUBE 60.3X3.6MM- IS1161 YST 240	0.74%	PLATES 6 MM
8.11.	BLT&NUT M16X70 C4 IS 1363/1&3	0.11%	PVC Not Applicable.
9.	RS VT02		
9.1.	HR PLATE 6MM - IS 2062 E250 GR.BR	32.49%	PLATES 6 MM
9.2.	HR PLATE 10MM - IS 2062 E350 GR.B0	18.71%	PLATES 10 MM
9.3.	HR PLATE 20MM-IS 2062 E250 GR.BR	13.73%	PLATES 12 MM
9.4.	ISMC 200X75 - IS 2062 E250 GR.B	13.37%	CHANNELS 150X75 MM
9.5.	HR PLATE 12MM-IS 2062 E250 GR.BR	7.59%	PLATES 12 MM
9.6.	HR PLATE 8MM - IS 2062 E250 GR.BR	7.49%	PLATES 6 MM
9.7.	HR PLATE 10MM - IS 2062 E250 GR.BR	2.50%	PLATES 10 MM
9.8.	ISA 110X110X8 - IS 2062 GR.A	2.07%	ANGLES 75X75X6 MM
9.9.	ISMC 100X50 - IS 2062 GR.A	1.19%	CHANNELS 75X40 MM
9.10.	ERW TUBE 60.3X3.6MM- IS1161 YST 240	0.74%	PLATES 6 MM
9.11.	BLT&NUT M16X70 C4 IS 1363/1&3	0.11%	PVC Not Applicable.
10.	RSVFO1		
10.1.	HR PLATE 6MM - IS 2062 E250 GR.BR	74.25%	PLATES 6 MM
10.2.	ISMC 150X75 - IS 2062 GR.A	14.01%	CHANNELS 150X75 MM
10.3.	ISA 75X75X6 - IS 2062 GR.A	9.17%	ANGLES 75X75X6 MM
10.4.	ISMC 125X65 - IS 2062 GR.A	1.63%	CHANNELS 75X40 MM
10.5.	FLAT 100X12 - IS 2062 GR.A	0.94%	PLATES 12 MM
11.	RS VFO2		
11.1.	HR PLATE 6MM - IS 2062 E250 GR.BR	74.25%	PLATES 6 MM
11.2.	ISMC 150X75 - IS 2062 GR.A	14.01%	CHANNELS 150X75 MM
11.3.	ISA 75X75X6 - IS 2062 GR.A	9.17%	ANGLES 75X75X6 MM
11.4.	ISMC 125X65 - IS 2062 GR.A	1.63%	CHANNELS 75X40 MM
11.5.	FLAT 100X12 - IS 2062 GR.A	0.94%	PLATES 12 MM

LIST OF APPROVED SOURCES

List of BHEL approved sources for various material/process procurement is given in a separate file named “**Approved_Sources.rar**”. However, vendor should ensure the current status of validity of approval of the suppliers before procurement.

SECTION – VIII

**QUALITY PLAN, QUALITY WORK INSTRUCTIONS, RAW MATERIAL TECHNICAL DELIVERY CONDITONS (TDC),
PAINTING PROCEDURE**

RS wise reference to quality documents is given in the below table. RS wise Quality and other documents is given in a separate file named 'Quality_Docs_<RS>.rar'. However, vendors should ensure that the latest revision of documents are being followed during manufacture.

RS-wise Quality Document References							
S.No.	Rs No	Project	Quality Plans (Project/Product Specific)	Quality Plans (Common for all RS)	QP categorization	PS ref	Paint MQP
1.	VC01	TALCHER	-	SQP_ESP_284_01; SIP_NP_06_02; SIP_NP_07_00; QCP_E_002_03; QCP_002_02; PRQA-500; PRQA-512; PRQA-590	BAP:QA:MECH:PGMA CAT:R682 REV.01	PS: TALC:EPC:R682, Rev.02	ROX: ZPPMR Rev No: 01; SYN:ENA Rev No: 01
2.	VC02	LARA	-		BAP:QA:MECH:PGMA CAT:R8/1555	PS:LARA:EPC:R8/1555	ROX: ZPPMR Rev No: 01; SYN:ENA Rev No: 01
3.	VC03	LARA	-		BAP:QA:MECH:PGMA CAT:R8/1555	PS:LARA:EPC:R8/1555	ROX: ZPPMR Rev No: 01; HRE:ALP Rev No: 01
4.	VC04	SINGRAULI	-		BAP:QA:MECH:PGMA CAT:R8/1555	PS:LARA:EPC:R8/1555	ROX: ZPPMR Rev No: 01; HRE:ALP Rev No: 01
5.	VC05	ADANI RAIGARH	MQP: ADAN:204:Rev.01		RPT:MQ:R8:1553:CAT:001 REV.02	PS:RAIG:R8:1563	ROX: ZPPMR Rev No: 01; SYN:ENA Rev No: 01
6.	VC06	ADANI RAIGARH	MQP: ADAN:204:Rev.01		RPT:MQ:R8:1553:CAT:001 REV.02	PS:RAIG:R8:1563	ROX: ZPPMR Rev No: 01
7.	VC07	ADANI RAIPUR	MQP: ADAN:204:Rev.01		RPT:MQ:R8:1553:CAT:001 REV.02	PS:RAIG:R8:1563	ROX: ZPPMR Rev No: 01
8.	VT01	TALCHER	-		BAP:QA:MECH:PGMA CAT:R682 REV.01	PS: TALC:EPC:R682, Rev.02	ROX: ZPPMR Rev No: 01; HRE:ALP Rev No: 01
9.	VT02	LARA	-		BAP:QA:MECH:PGMA CAT:R8/1555	PS:LARA:EPC:R8/1555	ROX: ZPPMR Rev No: 01; HRE:ALP Rev No: 01
10.	VF01	ADANI RAIGARH	SQP:284:Rev:00		RPT:MQ:R8:1553:CAT:001 REV.02	PS:RAIG:R8:1563	ROX: ZPPMR Rev No: 01
11.	VF02	ADANI RAIPUR	SQP:284:Rev:00		RPT:MQ:R8:1553:CAT:001 REV.02	PS:RAIG:R8:1563	ROX: ZPPMR Rev No: 01

SECTION – IX

PRICE VARIATION CLAUSE (PVC)

1. Price Variation Clause (PVC) has been included to consider the fluctuations in raw material price in throughout the contract period.
2. Objective of PVC in a Tender is not to mirror the actual market price of raw materials but to only reflect the trend of raw material price over a period.
3. PVC methodology is based on data available in **JPC REPORT ON STEEL PRICES** released by Joint Plant Committee (JPC), constituted by Govt. of India. It is noted from said report that the prices reported in the JPC Fortnightly Price Report are retail market prices of leading items of iron and steel in the four metro cities (Delhi, Mumbai, Chennai and Kolkata) of the country and covering the leading producers as well as units in the Other Producers segment.
4. The first JPC Price Report released for a month shall be considered for PVC calculations.
5. Average of Rates as declared in JPC for four metro cities (Delhi, Mumbai, Chennai and Kolkata) shall be considered for PVC calculation. In case, the rate for an item is not available then the average of the other available rates shall be considered for calculation.
6. The increase / decrease in the Rate for each of the Rate Schedules would be governed by the following formula:

PVC FORMULA

$$P1 = P0 + (S1 - S0)$$

Where:

P1 - Escalated / de-escalated price for a Rate Schedule

P0 - Rate at which contract is finalized for a Rate Schedule

S1 - (The JPC rate for the month for which PVC is being calculated) * (Corresponding % as given in BOM)

S0 - (The JPC rate for the Tender opening (Part I opening) month) * (Corresponding % as given in BOM)

7. Contract price in respective Rate Schedule based on above formula shall be adjusted for any increase or decrease on account of variation in raw material prices and same shall be calculated as difference of S1 & S0.
8. Reference month for S0 calculation is the month of Tender opening i.e. Part I opening.
9. Reference month for S1 month calculation shall be:
(Purchase order [PO] Month + 2 Months) or (Goods receipt [GR] Month - 1 Month), **whichever is earlier**. However, if (GR - 1 Month) falls before PO month then PO issue month shall be considered for PVC calculation.
10. GR date referred is the first GR date for the PO Line item.
11. PVC will be calculated monthly. Adjusted Contract rates based on PVC shall be fixed for a month.

SECTION – IX

12. PVC is applicable for Raw Material component (except Fasteners).
13. PVC for a Rate Schedule/Item shall not be admissible if the increase/ decrease is in the range of $\pm 2\%$ of the finalized rates. In other words, **no extra payment** shall be made to Vendor/no recovery shall be done from Vendor if the PVC rates is **in the range of $\pm 2\%$** of the finalized rates.
14. A **ceiling of $\pm 20\%$** shall be applied. In other words, the PVC rates shall be capped at $\pm 20\%$ of the finalized rate. For E.g.: If the PVC rate for a Rate Schedule/Item has increased by more than 20% of the finalized rate then maximum admissible PVC shall be 20% of the finalized rate. Similarly, If the PVC rate for a Rate Schedule/Item has decreased by more than 20% of the finalized rate then the maximum admissible PVC shall be [minus (-) 20%] of the finalized rate.

Illustration of Ceiling			
Description	₹/Mt	% increase/decrease w.r.t Finalized price	Final adjusted contract price based on PVC (₹/Mt)
Finalized contract price for a Rate Schedule (RS)	1,00,000	-	-
Contract price based on PVC for Month – 1	1,01,000	1%	1,00,000
Contract price based on PVC for Month – 2	1,02,000	2%	1,00,000
Contract price based on PVC for Month – 3	1,10,000	10%	1,10,000
Contract price based on PVC for Month – 4	1,20,000	20%	1,20,000
Contract price based on PVC for Month – 5	1,25,000	25%	1,20,000
Contract price based on PVC for Month – 6	99,000	-1%	1,00,000
Contract price based on PVC for Month – 7	98,000	-2%	1,00,000
Contract price based on PVC for Month – 8	90,000	-10%	90,000
Contract price based on PVC for Month – 9	80,000	-20%	80,000
Contract price based on PVC for Month – 10	75,000	-25%	80,000

15. Rates mentioned in JPC are inclusive of GST. So, while calculation of PVC, JPC rates excluding GST shall only be considered for calculation purpose. For e.g.: If JPC rate for an Item is ₹ 80,000 per MT then for PVC calculation following rate shall be considered ₹ 80,000 per MT - GST
16. Bill of Material (BOM) of respective rate schedules forms an integral part of tender terms and conditions. Generally, BOM of a rate schedules consists of various elements such as Plates, Angle, Beams, Channels, Sheets of different grades and sizes. Hence, in order to accommodate various material categories as given in BOM, the Rates of following items as given in JPC report shall be considered for PVC calculation for different types/ groups of materials in BOM. The table below specifies the JPC item whose rate shall be considered for PVC.

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Sl. No.	Category of Material	Types/groups of materials as per Bill of Material (BOM)	JPC item to be considered for PVC calculation
1.	ROUNDS	Rounds \leq 12MM	Rounds 12 MM
2.	ROUNDS	12 MM < Rounds < 16 MM	Rounds 12 MM
3.	ROUNDS	16 MM \leq Rounds < 25 MM	Rounds 16 MM
4.	ROUNDS	Rounds \geq 25 MM	Rounds 25 MM
5.	ANGLES	All sizes and all Thickness of Angles up to and excluding 75 MM	ANGLES 50X50X6 MM
6.	ANGLES	All sizes and all Thickness of Angles above and including 75 MM	ANGLES 75X75X6 MM
7.	BEAM	All sizes of Beams (including NPB, UC, UB) up to and excluding 200 MM	JOISTS 125X70 MM
8.	BEAM	All sizes of Beams (including NPB, UC, UB) above and including 200 MM	JOISTS 200X100 MM
9.	CHANNELS	All sizes of Channels up to and excluding 150 MM	CHANNELS 75X40 MM
10.	CHANNELS	All sizes of Channels above and including 150 MM	CHANNELS 150X75 MM
11.	PLATES (including Flats) OF ALL GRADES INCLUDING CORTEN, ALLOY STEEL, STAINLESS STEEL PLATES, (including Square Hollow Section (SHS))	Plates \leq 6 MM	PLATES 6 MM
12.		6 MM \leq Plates < 10 MM	PLATES 6 MM
13.		10 MM \leq Plates < 12 MM	PLATES 10 MM
14.		12 MM \leq Plates < 25 MM	PLATES 12 MM
15.		Plates \geq 25MM	PLATES 25 MM
16.	Sheets of all grades including stainless steel, Corten, alloy steel sheets	Sheets \leq 2 MM	H. R. COILS 2.00 MM
17.		2 mm < Sheets < 2.5 MM	H. R. COILS 2.00 MM
18.		2.5 mm < Sheets < 3.15 MM	H. R. COILS 2.50 MM
19.		Sheets \geq 3.15 MM	H. R. COILS 3.15 MM
20.	PIPE & TUBES OF ALL SIZES & GRADES	PIPE & TUBES	PLATES 6 MM

RS wise BOM enclosed in NIT [Rate Schedule-wise Bill of Material (BOM)] shall be used for PVC calculation.

ILLUSTRATION OF PVC CALCULATION

Suppose:

- A Tender is floated on 1st Dec'2024 and Bill of Material (BOM) given in the Tender is as given below:

RS Description	Material Description as given in BOM	Percentage By Weight
VT01 Hopper Transition	HR PLATE 6MM - IS 2062 E250 GR.BR	32.49%
	HR PLATE 8MM - IS 2062 E250 GR.BR	7.49%
	HR PLATE 10MM - IS 2062 E250 GR.BR	2.50%
	HR PLATE 10MM - IS 2062 E350 GR.B0	18.71%
	HR PLATE 12MM-IS 2062 E250 GR.BR	7.59%
	HR PLATE 20MM-IS 2062 E250 GR.BR	13.73%
	ISA 110X110X8 - IS 2062 GR.A	2.07%
	ISMC 100X50 - IS 2062 GR.A	1.19%
	ISMC 200X75 - IS 2062 E250 GR.B	13.37%
	BLT&NUT M16X70 C4 IS 1363/1&3	0.11%
	ERW TUBE 60.3X3.6MM- IS1161 YST 240	0.74%

- Tender opened (Part I) – 11th Dec' 2024
- Tender Finalised – 13th Jan' 2025
- Finalised Rate for VT01 – Rs. 60,000 per MT.

Case-1	PO Number: 1234; PO Date: 15 th Jan 2025 PO Delivery Date: 14 th June 2025 (5 Months from PO date) GR Date: 10 th June 2025
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Steps for calculating PVC for Case-1:-

Step 1:

Reference month for S0 calculation is the month of Tender opening i.e. Part I opening. In this case, Tender opened (Part I opening) on 11th Dec' 2024, so Reference month for S0 calculation would be Dec'2021

Step 2:

Reference month for S1 calculation is (PO Month + "2" Months) or (GR Month – 1 Month), whichever is earlier.

PO Date: 15th Jan 2025; GR Date: 10th June 2025

Now, PO Month + 2 Months

= (Jan + 2 Months) i.e. March 2025

Similarly, GR Month - 1 Month

= (June - 1 Month) i.e. May 2025

SECTION – IX

So, in this case (PO + 2 Month) i.e. March 2025 is earlier than (GR Month - 1 Month) i.e. May 2025, hence, reference month for S1 calculation is March 2025. Hence, JPC rates for March 2025 shall be used for PVC calculations.

Step 3:

Identification of JPC item to be considered for PVC calculation for each material as given in BOM:

RS Description	Material Description as given in BOM	Percentage by Weight	JPC Item to be considered for PVC calculation
VT01 Hopper Transition ABC Project	HR PLATE 6MM - IS 2062 E250 GR.BR	32.49%	PLATES 6 MM
	HR PLATE 8MM - IS 2062 E250 GR.BR	7.49%	PLATES 6 MM
	HR PLATE 10MM - IS 2062 E250 GR.BR	2.50%	PLATES 10 MM
	HR PLATE 10MM - IS 2062 E350 GR.B0	18.71%	PLATES 10 MM
	HR PLATE 12MM-IS 2062 E250 GR.BR	7.59%	PLATES 12 MM
	HR PLATE 20MM-IS 2062 E250 GR.BR	13.73%	PLATES 12 MM
	ISA 110X110X8 - IS 2062 GR.A	2.07%	ANGLES 75X75X6 MM
	ISMC 100X50 - IS 2062 GR.A	1.19%	CHANNELS 75X40 MM
	ISMC 200X75 - IS 2062 E250 GR.B	13.37%	CHANNELS 150X75 MM
	BLT&NUT M16X70 C4 IS 1363/1&3	0.11%	Not Applicable
	ERW TUBE 60.3X3.6MM- IS1161 YST 240	0.74%	PLATES 6 MM
	Total	100%	

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Step 4:

Calculating (S1 – S0) for VT01 [HOPPER TRANSITION for ABC project]

Material Description	Percentage By Weight	JPC Item to be considered for PVC calculation	Avg. JPC rate for Tender part 1 opening month i.e. Dec 2024 (₹/Mt)	S0 = B * D	Avg. JPC Rate for PVC calculation month i.e. 01-03-2025 (₹/Mt)	S1 = B * F	S1 – S0
A	B	C	D	E	F	G	H
HR PLATE 6MM - IS 2062 E250 GR.BR	32.49%	PLATES 6 MM	68,150	22,144.04	74,948	24,352.92	2,208.88
HR PLATE 8MM - IS 2062 E250 GR.BR	7.49%	PLATES 6 MM	68,150	5,101.15	74,948	5,610.00	508.84
HR PLATE 10MM - IS 2062 E250 GR.BR	2.50%	PLATES 10 MM	68,150	1,705.89	74,948	1,876.06	170.16
HR PLATE 10MM - IS 2062 E350 GR.B0	18.71%	PLATES 10 MM	68,150	12,748.29	74,948	14,019.94	1,271.65
HR PLATE 12MM-IS 2062 E250 GR.BR	7.59%	PLATES 12 MM	68,150	5,175.94	74,948	5,692.24	516.30
HR PLATE 20MM-IS 2062 E250 GR.BR	13.73%	PLATES 12 MM	68,150	9,358.64	74,948	10,292.17	933.53
ISA 110X110X8 - IS 2062 GR.A	2.07%	ANGLES 75X75X6 MM	50,192	1,036.66	65,797	1,358.96	322.30
ISMC 100X50 - IS 2062 GR.A	1.19%	CHANNELS 75X40 MM	51,243	610.00	65,920	784.71	174.72
ISMC 200X75 - IS 2062 E250 GR.B	13.37%	CHANNELS 150X75 MM	52,432	7,012.65	66,548	8,900.62	1,887.98
BLT&NUT M16X70 C4 IS 1363/1&3	0.11%	Not Applicable	NA	NA	NA	NA	NA
ERW TUBE 60.3X3.6MM-IS1161 YST 240	0.74%	PLATES 6 MM	68,150	506.46	74,948	556.98	50.52
TOTAL							8,044.88

Note: JPC Rates mentioned above are exclusive of GST.

Step 5:

Calculating PVC for VT01 [HOPPER TRANSITION for ABC project]

$$P1 = P0 + (S1 - S0)$$

$$P1 = \text{Rs. 60,000 per MT} + \text{Rs. 8044.88 per MT}$$

$$P1 = \text{Rs. 68044.88}$$

So, the final PVC rate for March 2022 for VT01 is = Rs. 68,044.88

SECTION – IX

For better understanding of how the proposed methodology will work in different scenarios following cases with illustrations have been explained below:

Sl. No.	Date of Tender opening Part I opening	PO Date	PO Delivery from PO Date	PO Month+2 Month	GR Date	GR Month - 1 Month	<u>Applicable Month for PVC</u> [Earlier of (PO Month +2 Month) or (GR Month - 1 Month)]	Impact on P1*
1	05-03-2025	05-05-2025	4 Months	July 2021	01-10-2025	Sep 2025	July 2025	Will change (+/-)
2	05-03-2025	05-05-2025	4 Months	July 2021	29-05-2025	April 2025	#May 2025	Will change (+/-)
3	05-04-2025	05-05-2025	5 Months	July 2021	20-08-2025	July 2025	July 2025	Will change (+/-)
4	05-04-2025	30-04-2025	5 Months	June 2021	20-09-2025	Aug 2025	June 2025	Will change (+/-)
5	05-04-2025	20-08-2025	4 Months	Oct 2021	30-11-2025	Oct 2025	Oct 2025	Will change (+/-)

#As GR Month - 1 Month i.e. April 2025 is before PO Placement month (May 2025), so PO Month i.e. May 2025 is being considered as Applicable Month for PVC.

*Final adjusted contract price shall be subjected to the ceiling.

SECTION – X

SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE BIDDERS)

In line with Gazette notification issued by Ministry of Micro small and medium enterprises on MSE suppliers, the following special provisions shall be applicable.

- I. 25% of the tendered value is earmarked for MSE suppliers in this tender.
- II. If L1 vendor (or) Counter Offer accepted vendor is from a Micro / Small enterprise which put together covers 25% of the total tendered quantum, then 25% earmarking provision is not applicable.
 - Out of the 25% tendered quantum reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
 - Out of the 25% tendered quantum reserved for MSE suppliers, 3% shall be earmarked for procurement from MSE owned by women entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
- III. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately, provided the package can be split.
- IV. In case the Package cannot be split / not envisaged for splitting as per tender, and if a non-MSE vendor becomes L1, and MSE vendor also participates in the tender, the MSE vendor will be given preference for ordering the package provided the MSE vendor quoted price is within L1 + 15%, and if the MSE vendor accepts the L1 rate.
- V. MSE suppliers can avail the intended benefits only if they submit UDYAM REGISTRATION CERTIFICATE (URC). Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for the enquiry in case any deficiency in the above required documents is found and the same is not corrected by the sub-contractor before price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
- VI. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE, then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

SECTION – X

- VII. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the + 15% band of L1.

2.0 DEFINITIONS OF MSEs OWNED BY SC/ST IS AS UNDER:

- I. In case of proprietorship firm, proprietor must be SC/ST.
- II. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- III. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- IV. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

3.0 AUTHORITY TO ISSUE SC/ST CERTIFICATE:

- I. District Magistrate/Additional District Magistrate/Collector/Deputy commissioner/Additional Deputy Commissioner/Deputy collector/1st class stipendiary magistrate/Sub divisional Magistrate/Taluka Magistrate/Executive magistrate/Extra Assistant commissioner.
- II. Chief Presidency magistrate/Additional chief presidency magistrate/Presidency magistrate.
- III. Revenue Officer not below the rank of tahsildar.
- IV. Sub-Divisional officer of the area where the individual and / or his family normally resides.

To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening.

4.0 DEFINITIONS OF MSEs OWNED BY WOMEN ENTREPRENEURS IS AS UNDER:

- I. In case of proprietorship firm MSE, proprietor must be Women.
- II. In case of partnership firm MSE, Women partners shall be holding at least 51% shares in the unit.
- III. In case of private limited companies, at least 51% share must be held by Women promoters.

To avail the benefits of MSE under women entrepreneur's category, the related documents as stated above should be submitted along with tender documents. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening.

ANNEXURE - A

TECHNICAL BID FORMAT

TECHNICAL BID FORMAT, Enquiry No. 654003E, Tender ID: 2024_BHEL_40293_1, Dated 27.09.2024						
Short Description:	MANUFACTURE OF ESP CASING PANELS, HOPPER WALLS, INLET & OUTLET FUNNEL ASSEMBLY, INSULATOR PANELS, HOPPER TRANSITION (SQUARE/RECTANGULAR TO CURCULAR TRANSITION), BRACKET ASSEMBLY AND SIMILAR JOBS WITH VENDOR'S MATERIAL AS PER BHEL DRAWINGS AND SUPPLY TO VARIOUS SITES					
Offer ref:					Offer date:	
Vendor Name & address					Vendor Code:	
Already Approved by BHEL?	Yes / No	(Proof of approval to be submitted and indicate the Vendor code of BHEL)				
Facilities required	Eligibility Criteria for all the below mentioned RS: As per Annexure D.					
Tender Requirement						
S. No.	RS	RS Description	Quantity	Delivery Period	Delivery to	Indicate the RS Quoted
1.	VC01	Complete manufacture of ESP CASING WALLS, HOPPER WALLS, INSULATOR PANELS, BRACKET ASSEMBLY IN X25 AND OTHER PRODUCT JOB SIMILAR TO PLATE PANELS, ETC with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Talcher Site.	307 Mt ± 30%	Within 150 days from PO issue date.	Talcher, Angul, Odisha	YES / NO

ANNEXURE - A

TECHNICAL BID FORMAT, Enquiry No. 654003E, Tender ID: 2024 BHEL 40293_1, Dated 27.09.2024						
2.	VC02	Complete manufacture of ESP CASING WALLS, HOPPER WALLS, INSULATOR PANELS, BRACKET ASSEMBLY IN X25 AND OTHER PRODUCT JOB SIMILAR TO PLATE PANELS, ETC with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Lara Site.	807 Mt ± 30%	Within 150 days from PO issue date.	Lara, Raigarh, Chhattisgarh	YES / NO
3.	VC03	Complete manufacture of ESP CASING WALLS, HOPPER WALLS, INSULATOR PANELS, BRACKET ASSEMBLY IN X25 AND OTHER PRODUCT JOB SIMILAR TO PLATE PANELS, ETC with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Lara Site.	229 Mt ± 30%	Within 150 days from PO issue date.	Lara, Raigarh, Chhattisgarh	YES / NO

ANNEXURE - A

TECHNICAL BID FORMAT, Enquiry No. 654003E, Tender ID: 2024 BHEL 40293_1, Dated 27.09.2024						
4.	VC04	Complete manufacture of ESP CASING WALLS, HOPPER WALLS, INSULATOR PANELS, BRACKET ASSEMBLY IN X25 AND OTHER PRODUCT JOB SIMILAR TO PLATE PANELS, ETC with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Singrauli Site.	1858 Mt ± 30%	Within 150 days from PO issue date.	Singrauli, Sonebhadra, Uttar Pradesh	YES / NO
5.	VC05	Complete manufacture of ESP CASING WALLS, HOPPER WALLS, INSULATOR PANELS, BRACKET ASSEMBLY IN X25 AND OTHER PRODUCT JOB SIMILAR TO PLATE PANELS, ETC with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 with Synthetic Enamel-IS2932, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Adani Raigarh Site.	343 Mt ± 30%	Within 150 days from PO issue date.	Raigarh, Chhattisgarh	YES / NO

ANNEXURE - A

TECHNICAL BID FORMAT, Enquiry No. 654003E, Tender ID: 2024 BHEL 40293_1, Dated 27.09.2024						
6.	VC06	Complete manufacture of ESP CASING WALLS, HOPPER WALLS, INSULATOR PANELS, BRACKET ASSEMBLY IN X25 AND OTHER PRODUCT JOB SIMILAR TO PLATE PANELS, ETC with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Adani Raigarh Site.	559 Mt ± 30%	Within 150 days from PO issue date.	Raigarh, Chhattisgarh	YES / NO
7.	VC07	Complete manufacture of ESP CASING WALLS, HOPPER WALLS, INSULATOR PANELS, BRACKET ASSEMBLY IN X25 AND OTHER PRODUCT JOB SIMILAR TO PLATE PANELS, ETC with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per approved painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Adani Raipur Site.	4611 Mt ± 30%	Within 150 days from PO issue date.	Raipur, Chhattisgarh	YES / NO

ANNEXURE - A

TECHNICAL BID FORMAT, Enquiry No. 654003E, Tender ID: 2024 BHEL 40293_1, Dated 27.09.2024						
8.	VT01	Complete manufacture of ESP-HOPPER TRANSITION (SQUARE/RECTANGULAR TO CIRCULAR) with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Talcher Site.	806 Mt ± 30%	Within 180 days from PO issue date.	Talcher, Angul, Odisha	YES / NO
9.	VT02	Complete manufacture of ESP-HOPPER TRANSITION (SQUARE/RECTANGULAR TO CIRCULAR) with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 and HR Aluminium Grade I/II-IS13183, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Lara Site.	2175 Mt ± 30%	Within 180 days from PO issue date.	Lara, Raigarh, Chhattisgarh	YES / NO

ANNEXURE - A

TECHNICAL BID FORMAT, Enquiry No. 654003E, Tender ID: 2024 BHEL 40293_1, Dated 27.09.2024						
10.	VFO1	Complete manufacture of ESP-INLET/OUTLET FUNNEL WALLS with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Adani Raigarh Site.	254 Mt ± 30%	Within 150 days from PO issue date.	Raigarh, Chhattisgarh	YES / NO
11.	VFO2	Complete manufacture of ESP-INLET/OUTLET FUNNEL WALLS with vendors own raw material procured from BHEL Approved Material Suppliers, as per BHEL drawings and customer MQP. Scope includes Trail Assembly of walls as per approved MQP. Scope includes painting of Red Oxide Zinc Phosphate primer-IS12744 only, as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to Adani Raipur Site.	507 Mt ± 30%	Within 150 days from PO issue date.	Raipur, Chhattisgarh	YES / NO
Total Quantum of work			12456 Mt ± 30%			
Sno.	Clauses					Acceptance
Cl 1.	No rate shall be claimed extra for the increase in work content due to manufacturing with substituted material.					YES/NO
Cl 2.	All the requisite manufacturing Machines, Equipment, Tools & Accessories, consumables, Safety Equipment and accessories to Labour will be made available at the manufacturing site (List of Equipment & Accessories to be made available by the Contractor is separately Annexed in the Technical Offer.					YES/NO
Cl 3.	Requisite man power will be made available to complete the contract. List of Man power (designation wise) to be provided by the vendor viz. Supervisor, Welders, Fitters, Painters, Helpers etc. for completion of Supply within PO delivery period is annexed to this offer.					YES/NO

ANNEXURE - A

TECHNICAL BID FORMAT, Enquiry No. 654003E, Tender ID: 2024_BHEL_40293_1, Dated 27.09.2024		
Cl 4.	Delivery period: - Supply to be completed within PO delivery period indicated in Annexure A .	YES/NO
Cl 5.	Submission of Performance Bank Guarantee (BG) / Fixed Deposit Receipt (FDR) for the value of 5% of the Purchase Order Value from Consortium Banks as per Annexure M .	YES/NO
Cl 6.	All the Terms and Conditions specified in various Sections and Annexures of this Tender Enquiry are read and accepted	YES/NO
Cl 7.	GST as applicable	YES/NO
Cl 8.	Acceptance for quoting your rates inclusive of Packing & Forwarding, Freight (delivery to designated site location) charges are in Vendor's scope i.e. Included in the quoted rates.	YES/NO
Cl 9.	Manufacture & Supply as per BHEL approved Drawing is to be Confirmed.	YES/NO
Cl 10.	Levying of BHEL's Standard-LD on delayed delivery is acceptable. Viz. @ 0.5% Per week of delay subject to maximum of 10%. However, delivery extension is to be obtained by firm duly approved by BHEL for valid reasons and enclose the same with bills failing which LD will be automatically levied and no refund of the penalty will be entertained.	YES/NO
Cl 11.	Acceptance for submission of the Test Certificates for the material Procured and Used without any extra charges.	YES/NO
Cl 12.	Compliance of Statutory requirements such as insurance, ESI & PF facility for employees, safety requirements, non-usage of child labour, Licence from Government Agency (Inspector of Factories etc.).	YES/NO
Cl 13.	A separate sheet is to be enclosed for Deviation proposed if any. Is such a sheet enclosed now?	NO/YES
I/We hereby confirm that the above-mentioned facilities are available with us to carry out the tender requirements in full and all other conditions of the tender vide all the clauses of all sections and Annexures mentioned in this Enquiry 654003E dated 27.09.2024 is acceptable.		
<div style="text-align: right;">(Stamped) Signature with date of authorised signatory</div>		
<div style="text-align: right;">Name & Designation of Authorised Signatory</div>		

ANNEXURE - B

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 Tender No.: 654003E for Complete manufacture of ESP Casing Panels, Hopper Walls, Inlet & Outlet Funnel Assembly, Insulator Panels, Hopper Transition (Square/Rectangular to Circular Transition) Panels, Bracket Assembly and similar jobs with vendor's material as per BHEL drawings and supply to various sites.

The other details of the conditions of the Enquiry are given below. 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.



ANNEXURE - B

- 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.



ANNEXURE - B

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 suspension of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section - 4. Compensation for Damages

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

Section - 5. Previous Transgression

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

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

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



ANNEXURE - B

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

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

Section - 8. Independent External Monitor(s)

- 8.1. The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3. The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4. The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5. The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7. The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.



ANNEXURE - B

- 8.8. The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9. IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10. If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11. After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12. However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13. The word 'Monitor' would include both singular and plural.

Section - 9. Pact Duration

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


Section - 10. Other Provisions

- 10.1. This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2. Changes and supplements as well as termination notices need to be made in writing.
- 10.3. If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.



ANNEXURE - B


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


27/9/24
For & On behalf of the Principal
(Office Seal) **S. SIYAMALA**
Additional General Manager
Head - Outsourcing Department
BHEL/BAP/RANIPET - 632 406

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

Place: Ranipet.

Date: 27.09.2024

Witness: 
27.09.2024

(Name & Address)
VIKAS KUMAR SAHU
Dy. Manager / Outsourcing
BHEL / BAP / RANIPET - 632 406

Witness: _____

(Name & Address) _____

VENDOR REGISTRATION DOCUMENT



BHARAT HEAVY ELECTRICALS LIMITED GUIDELINES FOR SUPPLIER REGISTRATION

Doc. No. AA:SSP:SR:01 Rev:02

Date: 26.09.2016

amdt. 04 dated 11.12.2020

Annexure-C

Guidelines for Filling the Supplier Registration Form

Applicants need to comply with the requirements of the registration process. The information/ documents furnished will be treated in strict confidence.

A. Instructions for filling the Registration Form

- Supplier registration is only through online portal at <https://supplier.bhel.in>.
- All columns in the Registration Form are to be duly filled up. Indicate, '**NIL**'/ '**Not Applicable**', wherever details are not available or not relevant respectively.
- All sheets of the Registration Form are to be signed & stamped/ digitally signed by the authorized signatory.
- Expedition of any clarification/ information required during registration to be ensured, failure of which may affect the registration process.
- PO copies/ Experience certificates/ Test certificates or any other required document will be sent for verification to the concerned issuing authority. Registration will be liable to be cancelled if any document is found to be fake/ false/ forged on verification.
- Submission of fake/ false/ forged documents will invite action by BHEL as per extant Guidelines for Suspension of Business Dealings and Fraud Prevention Policy (both as available on www.bhel.com).
- Just submission of supplier registration form does not mean automatic registration. Registration shall be done, after due evaluation and will be intimated accordingly.
- Registration of supplier will be done on the basis of the following criteria depending upon the applicability

SNO	Criteria	Max. Marks	Min. Qualifying Marks	Applicable for
1.	Organizational soundness	50	30	Manufacturers/ EPC Contractors/ Non-Manufacturers/ Subcontractor
2.	Financial information			
3.	Quality system	25	15	Manufacturers/ Subcontractor
4.	Technical competence	25	15	
	Total	100	60	

*Minimum qualifying marks for financial information shall be 10 within the ambit of 30 marks put together for Organisational soundness & Financial information.

- For a document in language other than Hindi/ English, a self-attested Hindi/ English translated document to be attached
- Class 3, Signing & Encryption Digital Signature has to be obtained.

B. List of documents to be uploaded by the prospective Supplier(s) seeking registration with BHEL.

PART-A ORGANISATIONAL SOUNDNESS

SRF Parameters	DOCUMENTS TO BE FURNISHED
2.2 Details of Directors in Case of Private Ltd., One Person Company, Public Ltd. And Partners In Case of Limited Liability Partnership/ Partnership Firms, Office Bearers In Case Of Co-Operative Society, Trustees In Case of Trust, Proprietor in Case of Proprietorship Firm, Karta of HUF	Organization chart
3.1 TYPE OF OWNERSHIP: Govt./ State/ Pvt./ Co-Operative Society/ Trust/ Others	
Govt. of India Undertaking	NA
State Govt. Undertaking	NA
Public Limited Company/ Private Limited Company	Memorandum of Association, Articles of Association and Certificate of Incorporation
One Person Company	
Limited Liability Partnership	Memorandum of Association, Articles of Association, LLP partnership agreement, Certificate of Incorporation (LLPIN)

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet- 632 406

Enquiry No. 654003E

Date: 27.09.2024

ANNEXURE - C



**BHARAT HEAVY ELECTRICALS LIMITED
GUIDELINES FOR SUPPLIER REGISTRATION**

Doc. No. AA:SSP:SR:01 Rev:02

Date: 26.09.2016

amdt. 04 dated 11.12.2020

Annexure-C

Partnership Firm	Registered Partnership Deed duly signed by Registrar of Firms
Proprietorship	Profession Tax Regn./ Municipal Regn/ PAN of Firm (Proprietor)
Co-Operative Society	Certificate of Registration of society issued by Registrar of Societies along with its Society Rules and Bye Laws (as per Extant Act)
Trust	Registered Trust Deed
Others (please specify)	Attach a copy of the relevant Statutory document
3.2 NATURE OF BUSINESS	
Manufacturer/ Engg. Consultant/ EPC Contractor/ System Integrator / Subcontractor - Machinist / Fabricator/ Non-manufacturer(s)/ Agents	Documentary Evidence
Non Manufacturers: Dealer/ Trader*/ Distributor/ Stockist / Channel Partner/ Indian sales office or subsidiary of registered Foreign Principal etc.	Non-Manufacturer needs to submit an Authorization Certificate, clearly indicating the validity period as well as rights granted by respective OEMs to them i.e. to negotiate/ quote/ supply/ after sales service etc. in line with scope matrix submitted.
Indian Agents	attach authorization certificate of principal, third party business rating report of foreign principal from Dun & Bradstreet/ Credit reform etc. & deed of agency agreement)
4.0 REGISTRATION PARTICULARS	
4.1	Permanent Account No (PAN)
4.2	GSTIN
4.3.1	Category as per extant MSME Act (Micro/ Small/ Medium)
4.3.2	MSE Ownership w.r.t. SC/ ST
<ul style="list-style-type: none"> • Udyam Registration Number • Proprietor: SC/ ST Certificate • Partnership Firm: SC/ ST Certificate of partners holding 51% shares & above • Limited Company: SC/ ST Certificate of Directors/ Owners holding 51% shares & above 	
5.0 OTHER PARTICULARS	
5.1 IF REGISTERED WITH ANY OF BHEL UNITS	Copy of at least one or more successfully executed purchase orders
5.2 Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought?	Documentary Evidence
5.3 Whether Supplier is ISO 9001 Certified	ISO 9001 Certificate, approved QMS manual (latest)
5.4 Whether Supplier is ISO 14000 Certified	ISO 14000 Certificate
5.5 Whether Supplier is OHSAS 18000 Certified	OSHAS Certificate
5.6 Experience list	<p>Attach list of present customers with name & address for offered/ similar type & size of item/ equipment for which registration has been sought and with whom applicant has continuous business since last three years. Copies of latest previous two purchase orders executed to be attached.</p> <p><i>(Attach performance certificates issued by its customers for successful execution of the contracts)</i></p>

ANNEXURE - C



**BHARAT HEAVY ELECTRICALS LIMITED
GUIDELINES FOR SUPPLIER REGISTRATION**

Doc. No. AA:SSP:SR:01 Rev:02

Date: 26.09.2016

amdt. 04 dated 11.12.2020

Annexure-C

Part- B FINANCIAL INFORMATION

1. Audited copies of annual reports/ complete set of annual accounts for the last four years (or from date of incorporation whichever is less) are to be submitted.
2. If the supplier is new in business and does not have past data, then the financial evaluation will be done on the basis of information provided.

Part-C QUALITY SYSTEM

Sl	Parameters	Suggested documents to be furnished
9.1	Incoming Material Control System	System and documentary evidence of control over sub-suppliers in the form of Quality Plan/ Checklist (Customer Hold Point (CHP), In-Stage Inspection etc.) at sub supplier works, inspection on receipt
9.2.1	In Process Control	Work instructions/ checklist/ job card & record of process control parameter, log sheets, log book
9.2.2	Control on Outsourced Processes, if applicable	Documentary evidence of control over suppliers in the form of Quality Plan/ Checklist (Customer Hold Point (CHP), In-Stage Inspection etc.)
9.3	Manufacturing Process/ Testing Procedure Qualification	Copy of Manufacturing process work flow/ Testing Procedure Qualification
9.4	Personnel qualification for cl. 9.3 (above).	Copy of Record of Personnel qualification for critical/ special processes (welding, painting, NDT, heat treatment, etc.)
9.5	Calibration system	Copy of list of instruments & their calibration status(certificate from NABL/ any other Govt. approved & accredited lab) In case of Test Lab accreditation, Certification of own test labs from Govt agencies
9.6	System of Identification & Traceability of materials at incoming stage, during processing and finished goods, tools, jigs, fixtures & processed components, etc.	Copy of procedure
9.7 a	System of Storage, Preservation, Painting & packing	Copy of procedure
9.7 b	Application of 5S	Details of 5S practices/ procedure
9.8	System of Non Conformity Report (NCR) disposition, corrective and preventive action (CAPA)	Copy of System for NCR handling and list of NCRs observed in the last three years along with details of disposition and CAPA.
9.9	Customer complaints (CC) handling system, CC disposition, corrective and preventive action (CAPA)	Copy of System for CC handling and list of customer complaints in the last three years along with details of disposition and CAPA.
9.10	HSE measures	Copy of health, safety and environment procedure/ guideline (record of accidents for last three years, environment and health related initiatives).
9.12	Details of sub suppliers, outsourced agency	List of facilities, systems with sub suppliers

PART-D TECHNICAL COMPETENCE

Parameters	(DOCUMENTS TO BE FURNISHED)
Supplier understands the product specification.	e.g. Technical Catalogue
Supplier understands the inspection requirements.	e.g. Inspection Report
Supplier has process capability to achieve the product specification/dimensional requirement.	e.g. Type test report
Supplier has experienced manpower to carry out the job.	e.g. skill matrix of the personnel

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet- 632 406

Enquiry No. 654003E

Date: 27.09.2024

ANNEXURE - C



**BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)**

Doc. No. AA:SSP:SR:01 Rev:02

Date: 26.09.2016

amdt. 04 dated 11.12.2020

Annexure-C

PART- A: ORGANISATIONAL SOUNDNESS

1.0 ORGANISATIONAL INFORMATION						
1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED:						
1.2 REGISTERED OFFICE ADDRESS						
1.3 Address, Contact person & Telephone no for:						
• WORKS N/ DIVISON N/ BRANCH N/ SISTER CONCERN N:						
1.4 PRODUCTS/ SYSTEMS/ SERVICES FOR WHICH REGISTRATION IS APPLIED FOR (ATTACH BROCHURES & CATALOGUES)						
SNO	DESCRIPTION	SIZE & RANGE	MANUFACTURING STANDARD (IS/ DIN/ BS/ ASME etc.)	WORKS/ DIVISON (as per cl 1.3)		
2.0 GENERAL INFORMATION						
2.1 DETAILS OF CONTACT PERSON FOR ANY CLARIFICATION (S): (Name, email id, Tel: Landline, mobile no:)						
2.2 DETAILS OF DIRECTORS IN CASE OF PRIVATE LTD., ONE PERSON COMPANY, PUBLIC LTD. AND PARTNERS IN CASE OF LIMITED LIABILITY PARTNERSHIP/ PARTNERSHIP FIRMS, OFFICE BEARERS IN CASE OF CO-OPERATIVE SOCIETY, TRUSTEES IN CASE OF TRUST, PROPRIETOR IN CASE OF PROPRIETORSHIP FIRM, Karta of HUF:						
Name	Gender	% Share of Ownership	PAN	Aadhar No	DIN No. (if applicable)	
2.3 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE						
Name of BHEL Employee	Staff Designation	No.&	Unit & Department	Relationship		
2.4 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY						
Name of Ex. BHEL Employee	Staff No.& last Designation held	Place of last posting (Unit & Dept.)	Date of leaving Service from BHEL			
2.5 DETAILS OF FAMILY MEMBERS, RELATED FIRMS, GROUP COMPANIES ETC. REGISTERED WITH BHEL						
Name of The Firm/ Family Member	Nature of Business	Relationship	Item/s for which supplier is registered	Common/ Supplier ID	Unit	
3.0 OWNERSHIP INFORMATION						
3.1 TYPE OF OWNERSHIP: Govt./ State/ Pvt./ Co-Operative Society/ Trust/ Others						
3.2 Nature of Business: Manufacturer/ / Engg. Consultant/ EPC Contractor/ System Integrator Subcontractor - Machinist / Fabricator/ Non-manufacturer(s)/ Agents						
3.3 Year of Commencement of Business (attach relevant documents)						
4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED)						
4.1*	Permanent Account No (PAN) (Mandatory)					
4.2	GSTIN: applicable/ exempted		(If applicable give details: State-wise GSTIN: Name of State/ UT: GSTIN: Copy of Registration Certificate)			
4.3	Whether Company is Micro/ Small Enterprise (MSE) Category		YES/ NO If yes, provided Udyam Registration Number			
4.3.1	Category as per extant MSME Act		Micro/ Small/ Medium			
4.3.2	MSE Ownership w.r.t. SC/ ST, if applicable, documents to be furnished					
4.4*	Registered with GeM - (provide GeM ID) (Mandatory)					
5.0 OTHER PARTICULARS						
5.1 IF REGISTERED WITH ANY OF BHEL UNITS						

Bharat Heavy Electricals Limited
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Name of BHEL unit & Common/ Unit Supplier ID	
Common/ Unit Supplier Identification (ID) Number	
Items for which supplier is registered & its specifications	
5.2 Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought?	YES/ NO
5.3 Whether Supplier is ISO 9001 Certified	YES/ NO
5.4 Whether Supplier is ISO 14000 Certified	YES/ NO
5.5 Whether Supplier is OHSAS 18000 Certified	YES/ NO
5.6 Experience List:	
5.7 Details of Pending Legal/ Arbitrations issues on contractual aspects with customer, if any? (If Yes, kindly furnish details with latest status on a separate sheet)	YES/ NO

6.0 MANUFACTURING FACILITIES:

6.1 LIST OF MANUFACTURING FACILITIES/EQUIPMENTS INCLUDING MATERIAL HANDLING FACILITY (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Works/ Division (as per cl. 1.)	Description of Machine/Equipment	Quantity	Make & Year of Installation	Remarks

6.2 IF IN-HOUSE MFG FACILITIES NOT AVAILABLE, INFORM SOURCE OF MFG. DETAILS ALONG WITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Process Outsourced	Name & address of The Company	Description of Machine / Equipment	Remarks

6.3 RATIO OF OUTSOURCED COST TO TOTAL PRODUCTION VALUE: _____.

6.4 POWER BACK UP (Furnish details on separate sheet) YES/ NO

7.0 INSPECTION & TESTING FACILITIES

7.1 LIST OF INSPECTION & TESTING FACILITIES / EQUIPMENT AVAILABLE (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Works/ Division(as per cl. 1.2)	Description of Facility/ Equipment & Capacity	Nos.	Make & Year of Manufacturing	Last Date of Calibration(With Traceability)

7.2 IF IN-HOUSE TESTING FACILITIES NOT AVAILABLE, INDICATE SOURCE OF TESTING ALONGWITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Test	Source of Testing	Description of Facility/ Equipment & Capacity	Approval of Equipment/ Process/ Personnel Qualification

Note: In case of outsourcing of major testing such as NDT, Electrical & Mechanical Testing, no marks will be awarded. However, material composition testing by chemical method from recognized laboratory shall not attract negative marking.

PART- B: FINANCIAL INFORMATION (to be certified by a Chartered Accountant)

1. Scanned copy of the financial information as below signed by a Chartered Accountant is to be uploaded.					
FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS					
“Figures to be as per Revised Schedule 6 of the Companies Act 2013, as applicable”					
8.0	Parameter	Year 1	Year 2	Year 3	Year 4
(Years in ascending order, Money value in Rs. Lakhs)					
8.1	NET WORTH (Share Capital + Reserves)				

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet- 632 406

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BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
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8.2	LONG TERM DEBT/ LOAN				
8.3	DEBT EQUITY RATIO Long term Debt (8.2) Net worth (8.1)				
8.4	INVESTMENT IN: Land & Building Plant & Machinery Other Fixed Assets				
8.5	NET CURRENT ASSETS a) Cash on hand b) Account receivable c) Inventories d) Loans and advances e) Other current assets Total				
	CURRENT LIABILITY & PROVISIONS a) Sundry creditors b) Advances from customers c) Other liabilities d) Provisions Total				
	QUICK RATIO CA - Inventory {8.5(1)-8.5(1)c}/ Current liability {8.5 (2)}				
8.6	SALES (excluding other income)				
8.7	PROFIT BEFORE TAX				
8.8	Contingent Liabilities				
8.9	Whether the supplier has been referred to BIFR/ NCLT/ any other Govt agency (If YES, enclose details)				YES / NO
8.10	Whether the supplier is a potential sick company.(If YES, enclose details)				YES / NO

Date:

Name:

Membership number & Seal of Chartered Accountant

Signature -----

Part C: (QUALITY SYSTEM):

9.0	Parameters	System in effect Written Procedure Yes/ No (If Yes, upload document)
9.1	Incoming Material Control System	
9.2.1	In Process Control	
9.2.2	Control on Outsourced Processes, if applicable	
9.3	Manufacturing Process/ Testing Procedure Qualification	
9.4	Personnel qualification for critical processes for cl. 9.3 (above).	
9.5	Calibration system	
9.6	System of Identification & Traceability of materials at incoming stage, during processing and finished goods, tools, jigs, fixtures & processed components, etc.	
9.7 a	System of Storage, Preservation, Painting & packing	
9.7 b	Application of 5S	
9.8	System of Non Conformity Report (NCR) disposition, corrective	

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet- 632 406

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ANNEXURE - C



**BHARAT HEAVY ELECTRICALS LIMITED
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	and preventive action (CAPA)	
9.9	Customer complaints (CC) handling system, CC disposition, corrective and preventive action (CAPA)	
9.10	HSE measures	
9.11	Any other quality initiative/ Quality manual	
9.12	Details of sub suppliers, outsourced agency	

Part D: TECHNICAL COMPETENCE (MARKS SHEET)

Technical competence shall be evaluated in two parts viz. common competence and product/ material category/ item specific competence.

a) COMMON TECHNICAL COMPETENCE

TECHNICAL COMPETENCE (where design specification is given by BHEL)	Marking range	Marking range, if product specific technical competency not required	Marks by BHEL
Supplier understands the product specification.	(0-3)	(0-8)	
Supplier understands the inspection requirements.	(0-2)	(0-5)	
Supplier has process capability to achieve the product specification/dimensional requirement.	(0-3)	(0-8)	
Supplier has experienced manpower to carry out the job.	(0-2)	(0-4)	
TOTAL MARKS OUT OF POSSIBLE	10	25	

OR

TECHNICAL COMPETENCE (where performance specification is given by BHEL)	MARKING RANGE	Marking range, if product specific technical competency not required	PROCEDURE		SYSTEM IN EFFECT		RECORDS	
			Supplier to attach supporting documents	Marks by BHEL	Supplier to attach supporting documents	Marks by BHEL	Supplier to attach supporting documents	Marks by BHEL
Design capability	(0-3)	(0-8)						
Adequacy of quality assurance plan	(0-2)	(0-5)						
Process capability for components	(0-3)	(0-8)						
Adequacy of testing facilities	(0-2)	(0-4)						
TOTAL MARKS OUT OF POSSIBLE	10	25						
Average of Total (Total/3) = -----								

b) PRODUCT/ MATERIAL CATEGORY/ ITEM SPECIFIC TECHNICAL COMPETENCE

(Max. marks 15)

Unit MISCC to structure the parameters to be considered for technical competence and score of individual parameter depending on material category/ item. MISCC shall identify the requirement of enclosures to be furnished by supplier.

Product:

S.no	Mat. category/ item	Tech Parameter	Supplier's response with relevant documents	Remarks

To be filled up by supplier only on receipt of technical requirements/ Specification/ Drawings/ Standards from BHEL and to be sent to BHEL for further scrutiny.

ANNEXURE – D

PQR AND ELIGIBILITY CRITERIA

PQR AND ELIGIBILITY CRITERIA AND GENERAL INFORMATION FOR MANUFACTURE OF ESP CASING PANELS, HOPPER WALLS, INLET & OUTLET FUNNEL ASSEMBLY, INSULATOR PANELS, HOPPER TRANSITION (SQUARE/RECTANGULAR TO CURCULAR TRANSITION), BRACKET ASSEMBLY AND SIMILAR JOBS WITH VENDOR'S MATERIAL AS PER BHEL DRAWINGS AND SUPPLY TO VARIOUS SITES		
Name of Firm:		
Vendor code (if available)		
Works Address:		
Manufacturing Facilities Available with Firm and General Information (Details to be filled by the Vendor)		
GENERAL INFORMATION ABOUT FIRM		
1.	Office Room with facilities like Computer, Printer, Internet access etc.	Available/Not Available
2.	Bank Account Number and Name of the Bank	A/c _____ Bank Name: _____ ISFC: _____
3.	Proprietorship/Partnership/Limited company	Firm Constitution is _____ Firm PAN is _____
4.	Name of Proprietor/Partners/Director(s) with Age and Contact Number (enclose a separate sheet if required)	Name: _____ Age: _____ Years. Contact No.: _____ Email id: _____
5.	Educational & Technical qualifications of Proprietor/partners	
6.	Educational & Technical qualifications of Supervisors	
7.	Number of in-house Quality Inspectors, Manpower details with Educational Details	
8.	Availability of qualified NDT personnel (if available, enclose certificates)	Available/Not Available
9.	ISO 9001 certification (if available, enclose certificate)	Available/Not Available
10.	GST No.: (GST certificate to be enclosed)	GST No. is _____ -----

ANNEXURE – D

PQR AND ELIGIBILITY CRITERIA AND GENERAL INFORMATION FOR MANUFACTURE OF ESP CASING PANELS, HOPPER WALLS, INLET & OUTLET FUNNEL ASSEMBLY, INSULATOR PANELS, HOPPER TRANSITION (SQUARE/RECTANGULAR TO CURCULAR TRANSITION), BRACKET ASSEMBLY AND SIMILAR JOBS WITH VENDOR'S MATERIAL AS PER BHEL DRAWINGS AND SUPPLY TO VARIOUS SITES		
11.	HSN Code / SAC Code HSN: Harmonized System of Nomenclature SAC: Services Accounting Code	
12.	Monthly Capacity that can be spared for RS – VC01 to VC07	_____ Mt per month.
13.	Monthly Capacity that can be spared for RS – VT01 to VT02	_____ Mt per month.
14.	Monthly Capacity that can be spared for RS – VFO1 to VFO2	_____ Mt per month.
15.	Total Production Capacity of Firm:	_____ Mt per month.
General Mandatory Capabilities / Facilities Required		
16.	Firms should have manufacturing and delivering capacity of Minimum 300 MT / Year	Enclose Delivery Invoice or PO or Cust Certificate etc. as a proof for supply of minimum 300Mt/year in previous three FY years. Supply of FY 2023-24: Mt. Supply of FY 2022-23: Mt. Supply of FY 2021-22: Mt.
17.	Electrical power availability (EB) in kW - Minimum 50 KW required.	Available _____ kW Enclose EB Service card copy
18.	Land requirement: Minimum 0.90 Acre Main in single location Own/Lease - Document (title deed with encumbrance certificate) to be furnished (If lease, lease should be minimum for a period of 2 years on the date of Tender opening)	Available land Area _____ Acre. Ownership: Own / Leased Documents enclosed:
19.	Availability of approach road	Available / Not Available
20.	Availability of Fencing/Compound wall all around the land	Fenced/Compound wall Available / Not Available
21.	Covered Area/Shed for working (concrete/ Asbestos/ Metallic Sheet) in sq. ft. - Minimum shed size shall be Area 2400 sq. ft.	Available Shed _____ sq. ft.
Mandatory Fabrication Facilities required for Fabrication		

ANNEXURE – D

PQR AND ELIGIBILITY CRITERIA AND GENERAL INFORMATION FOR MANUFACTURE OF ESP CASING PANELS, HOPPER WALLS, INLET & OUTLET FUNNEL ASSEMBLY, INSULATOR PANELS, HOPPER TRANSITION (SQUARE/RECTANGULAR TO CURCULAR TRANSITION), BRACKET ASSEMBLY AND SIMILAR JOBS WITH VENDOR'S MATERIAL AS PER BHEL DRAWINGS AND SUPPLY TO VARIOUS SITES		
22.	Welding Generator / Rectifier / Transformer / CO2 weld equipment: 400A, Minimum 3 Sets.	Available: Capacity _____ A. No. of sets _____.
23.	Manual Gas Cutting Set with blow pipe: Minimum 2 Sets	Available _____ Sets.
24.	Pug Cutting machine with Accessories: Minimum 2 Sets	Available _____ Sets.
25.	Electrode Baking Oven up to 300-degree c; Minimum 1 No.	Available: Temp up to _____ °C Quantity _____ No.s
26.	Thermal Flask: Minimum 3 No.s	Available _____ No.s
27.	Pedestal grinder: Minimum 1 No.	Available _____ No.s
28.	Angular grinding machines: Minimum 2 No.s	Available _____ No.s
29.	Mechanical / Hydraulic press: Minimum 1 No.	Available _____ No.s
30.	Portable Drilling Machine (Min 25mm): Minimum 1 No.	Available _____ No.s
31.	Painting Facility - Compressor with Gun: Minimum 1 Set.	Available _____ Sets.
32.	Paint Coating Thickness Measuring Gauge: Minimum 1 No.	Available _____ No.s
33.	Crane to handle 10 MT Job. Self-owned/on hire basis.	Crane Capacity: _____ Mt. Owned: YES/NO If Yes, then enclose Crane RC copy. OR On Hire Basis: YES/NO If Yes, then enclose declaration on letter head.
34.	MPI Test Unit owned or hired: Minimum 1 Set.	Available _____ Sets. Owned: YES/NO OR On Hire Basis: YES/NO If Yes, then enclose declaration on letter head.

ANNEXURE – D

PQR AND ELIGIBILITY CRITERIA AND GENERAL INFORMATION FOR MANUFACTURE OF ESP CASING PANELS, HOPPER WALLS, INLET & OUTLET FUNNEL ASSEMBLY, INSULATOR PANELS, HOPPER TRANSITION (SQUARE/RECTANGULAR TO CURCULAR TRANSITION), BRACKET ASSEMBLY AND SIMILAR JOBS WITH VENDOR'S MATERIAL AS PER BHEL DRAWINGS AND SUPPLY TO VARIOUS SITES		
35.	Measuring Instruments: Measuring Tape 3m, 15m, 30m, Vernier Calliper each 1 No. and Try Square 2 No's.	Available: Measuring Tape 3m _____ No.s Measuring Tape 15m _____ No.s Measuring Tape 30m _____ No.s Vernier Calliper _____ No.s Try Square _____ No.s
36.	Plate Rolling machine capacity (width & thickness) in mm: Minimum capacity up to 25mm	Capacity: Max width _____ mm. Max Thickness _____ mm. Owned: YES/NO OR On Hire Basis: YES/NO If Yes, then enclose declaration on letter head.
37.	Bending machine width & thickness: Minimum capacity up to 25mm	Capacity: Max width _____ mm. Max Thickness _____ mm. Owned: YES/NO OR On Hire Basis: YES/NO If Yes, then enclose declaration on letter head.
38.	Section Rolling Facility with size: Minimum capacity up to 20 mm	Capacity: Max width _____ mm. Max Thickness _____ mm. Owned: YES/NO OR On Hire Basis: YES/NO If Yes, then enclose declaration on letter head.
39.	Shearing machine - Specify Width and Thickness	Capacity: Max width _____ mm. Max Thickness _____ mm. Owned: YES/NO OR On Hire Basis: YES/NO If Yes, then enclose declaration on letter head.

ANNEXURE – D

PQR AND ELIGIBILITY CRITERIA AND GENERAL INFORMATION FOR MANUFACTURE OF ESP CASING PANELS, HOPPER WALLS, INLET & OUTLET FUNNEL ASSEMBLY, INSULATOR PANELS, HOPPER TRANSITION (SQUARE/RECTANGULAR TO CURCULAR TRANSITION), BRACKET ASSEMBLY AND SIMILAR JOBS WITH VENDOR'S MATERIAL AS PER BHEL DRAWINGS AND SUPPLY TO VARIOUS SITES		
Declaration and other General Facilities/Information of Firm (Optional)		
40.	Last 3 years Audited financial statements to be submitted	Financial statements enclosed / Not enclosed.
41.	Alternate power source (Diesel / Inverter) Indicate the capacity	Available _____ kVA / Not Available
42.	Concrete platform inside covered area in sq. ft	Available _____ sq. ft. / Not Available
43.	Level bed (Flatness 1mm)	Available with Flatness __ mm/ Not Available
44.	Straight edge	Available / Not Available.
45.	Heat Treating Furnace with capacity	Available _____ Mt / Not Available
46.	Blast cleaning facility with all measuring instruments and mandatory legal documents	Available / Not Available
Note: All instruments and gauges should have a valid calibration certificate from NABL approved labs.		
I/We certify that the details furnished above is true and correct. If the information produced above is found incorrect/false/incomplete/not meeting the minimum requirements during the Tender assessment process, then my application/tender/offer may be rejected on such grounds.		
Signature of the Vendor with Firm Seal		
-----for official use only-----		
Meeting the Eligibility Criteria	Not Meeting the Eligibility Criteria	
Signature of Assessors		

ANNEXURE – E

CHECK LIST FOR PART II

CHECKLIST SECTION I. VENDOR INFORMATION (to be filled by Vendor)
1. Vendor name:
2. Registered Office Address:
3. Contact details:
4. Email id:
5. Whether already approved by any of BHEL units: Yes / No
6. If yes, indicate vendor code and name of BHEL-Unit:
7. Whether approved by NTPC: Yes / No
8. If Yes - enclose approval letter for reference:
9. Offer Reference:

CHECKLIST SECTION II. ANNEXURE SUMMARY (To be filled in by the Vendor)		
SNo.	Particulars	(YES/ NO / NA)
1.	Technical Bid Format (Annexure A) for Each RS quoted in this tender (Without Price) is duly signed and enclosed	
2.	Integrity Pact (Annexure B) is duly signed and enclosed	
3.	Vendor registration document (Annexure C) is duly signed and enclosed (Only for New Firm)	
4.	PQR and Eligibility Criteria (Annexure D) is duly signed and enclosed	
5.	Affidavit (Annexure F) is duly signed and enclosed	
6.	Non-Disclosure Agreement (Annexure H) is duly signed and enclosed	
7.	Power of Attorney (Annexure I) is enclosed, if required	
8.	Make in India local content declaration (Annexure J) is duly signed and enclosed	
9.	Bidder eligibility for public procurement (Annexure K) is duly signed and enclosed	
10.	Frame work/confidentiality agreement (Annexure N) is duly signed and enclosed (Only for New Firm)	
11.	Documents for Partnership Firm – Self-Attested Copies are enclosed	
	a) Latest Form- A, issued after 01.04.2024	
	b) Partnership Deed Copy (AT WILL)	
12.	Documents for Limited Firm (Private Firm) – Self-Attested Copies are enclosed	
	a) Latest resolution by Board of Directors	

ANNEXURE – E

CHECKLIST SECTION II. ANNEXURE SUMMARY (To be filled in by the Vendor)		
SNo.	Particulars	(YES/ NO / NA)
	b) Memorandum of Article of Association	
	c) Company's Affidavit for existence	
	d) Latest Annual Report	
	e) Directors Share details	
13.	Any other supporting documents required	
<p>We have gone through all the terms and conditions of the tender and fully understood all the technical and commercial requirements and quoted for the tender without taking any deviation.</p> <p style="text-align: right;">Signature of Vendor (Authorized person) with seal</p>		

ANNEXURE – F

AFFIDAVIT

(NON-JUDICIAL STAMP PAPER VALUED RS.100/-)

ANNEXURE – F - AFFIDAVIT

I / We M/s. do hereby undertake the following-

1. We have not been presently put on hold, suspended, de-listed, debarred or black listed by any of the BHEL units.
2. We have not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
3. Tick whichever is applicable

1. ☐ One or more partners/directors/proprietor of us **DO HAVE a relation or relations** employed in the capacity of an Officer of BHEL, the details are given below:

Name:

Staff No:

Designation:

Department:

(Or)

2. ☐ One or more partners/directors/proprietor of us **DO NOT HAVE a relation or relations** employed in the capacity of an Officer of BHEL.

Concealing the above information, & if found by BHEL, BHEL may cancel the Contract & forfeit BG.

4. I/We have read the clause 1.7 of [Section IV](#). Accordingly, the details of family members, related Firms, group companies Etc. registered with BHEL are declared as follows.

Name of the Firm	Name of the Family Member	Nature of Business	Relationship	Item/s for which supplier is registered	Common/ Unit Supplier ID

ANNEXURE – F

5. I/We also declare that other than our firm, none of our sister unit / common business/ common management unit (s) in similar line of business are not participated in this tender enquiry.
6. All Scope, Terms and Conditions, laid vide Sections I to X, technical / operational requirements of BHEL have been read and understood by me fully, and accepted without any deviation and then this offer is submitted unconditionally.
7. In case it comes to notice of BHEL during the finalization of Tender / after placement of Contract and while executing the Contract, that vendor has given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates, fake Certificates or any information prejudicial to BHEL's interest, BHEL will suspend the business with the vendor at any stage and the EMD/Bank Guarantee will be forfeited.
8. I/We undertake that the required Performance Bank Guarantee (PBG) will be submitted before receipt date of the last delivery of the PO, else non-submission of PBG can be treated as "not honouring his own offer" or any of the conditions stated/agreed in the tender and declared fit for taking penal action by BHEL as per "Suspension of Business dealings" against me/us.
9. I/we declare that I/we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s)/vendors. 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, it is found that I/We have indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
10. I/We understand that, as the tender is being floated through E Procurement System (EPS), it shall be presumed by BHEL that submission of declaration by bidder, uploading bid Supporting documents and Submission of Price Bids in EPS by using the Digital Key registered for EPS shall be treated as the bid and supporting documents are being signed / uploaded in EPS by the Authorized Signatory of the Firm.
11. I/We have understood that No Corrections / Revisions in the quoted rate(s) will be accepted after the Tender opening date.

Signature of Authorized person with seal

ANNEXURE - G

----- **Not Applicable** -----

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Ranipet on contract is confidential and that the nature of the business of the BHEL, Ranipet is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Ranipet without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Ranipet all documents and property of BHEL, Ranipet, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Ranipet 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Ranipet and are reasonable given the nature of the business carried on by the BHEL, Ranipet. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

ANNEXURE – I

POWER OF ATTORNEY

(To be filled, scanned and uploaded in e procurement site, if required)

(To be printed on stamp paper of ₹ 20)

-/ Page 1 /-

KNOW ALL MEN BY THESE PRESENTS that, I, _____
(name of the person authorizing the other person) have been authorised by
_____ (refer to the persons/Board of Directors as the case may
be) vide _____ dated _____ (**refer to the authorizing
documents**), inter alia, to submit bid, quote price, submit documents, negotiate and execute contracts
and do all acts and in deed in relation to the said acts in the name of and for and on behalf of M/s
(hereinafter “Principal”).

I consider it is necessary and expedient to appoint

 _____ (Name,
Designation/Related as, Residential Address), to be my Attorney for me and in my name to do the
 following acts on behalf of the Principal, namely:

To receive Notice Inviting Tender/ Enquiry or any other document from or in relation to Bharat Heavy Electricals Limited, Ranipet (“BHEL”);

To submit bids, clarifications, quotations, prices, drawings, documents, or any other information in relation to the above;

To negotiate and execute contracts with BHEL;

To respond to queries or request for clarifications from BHEL and furnish documents in support of such response;

To do all acts, deeds and things which are necessary for the above acts or incidental thereto.

ANNEXURE – I

-/ Page 2 /-

I hereby agree and undertake to ratify all acts, deeds, assurances done, given, executed or made by my said Attorney in connection with the above as if the same were done or made by me,
_____ (the principal)

IN WITNESS whereof I sign and execute this Power of Attorney on this _____ day of
_____ 2024 at _____.

(Signature and Seal of the Principal)
With Land-line, Mobile, email, Address

The Stamp size photo and specimen signature of the Attorney

Affix Photo
here

Specimen signature of the Attorney

SIGNED and delivered by the above named _____
(Principal) in the presence of _____ (Name of Witness),
_____ (address of witness).

(Signature and Seal of the Witness)

Signature & Seal of the Notary

[Note:

1. In case of a company, the Managing Director of the Company shall sign on behalf of the Principal. The company's common seal shall also be affixed in the power of attorney.
2. In case of Hindu Undivided Family, KARTA shall sign on behalf of the HUF. In case of a partnership, all the partners of the Firm shall sign and affix seal on behalf of the Principal.
3. In case of a proprietorship, the proprietor shall be the Principal.]

MAKE IN INDIA LOCAL CONTENT DECLARATION

(To be submitted in the firm on letter head)

Declaration of Local Content by Local supplier

Subject: Public Procurement (Preference to Make In India)

References:

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links-

<https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s. _____ (Tick whichever is applicable as below)

☐

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services
(or)

☐

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services
(or)

☐

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no: _____, dated _____.

Type of Supplier (Class-I/Class-II) _____.

Product: _____.

Project: _____.

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

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

Authorized Signature

M/s. _____
(Signature and seal)

BIDDER ELIGIBILITY FOR PUBLIC PROCUREMENT

(To be submitted on the company letter head by supplier)

Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)

References:

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20NO%201%20dated%2023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

From,

M/s. _____

Address: _____

I/we are bidder from _____ (country). I/We do not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, if yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, if yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, if yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, if yes, provide the full name, address of all such locations.
5. Any Indian Agent available, if so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, if yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, if yes, provide the full address of all such locations.

ANNEXURE – K

Meaning of beneficial owner

1. In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.
Explanation
 - a. Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b. “control” shall include the right to appoint majority of the directors or to control the management rights or shareholder’s agreement or voting agreement.
2. In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
6. An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format

Date _____

Authorised Sign and stamp _____

PRICE BID FORMAT

(This format is to be separately filled in ₹ per Unit of measurement excluding GST in given Excel file named **BoQ**)

ANNEXURE – M

PERFORMANCE BANK GUARANTEE FORMAT

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To,

(NAME & ADDRESSES OF THE BENEFICIARY)

Please affix here,
a Non-Judicial
Stamp of ₹ 100.

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited¹ (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 _____ through its Unit at _____ (name of the Unit) having awarded to _____ (Name of the Vendor / Contractor / Supplier) having its registered office at _____² hereinafter referred to as the '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 ₹ _____⁴ (Rupees _____) / FC _____ (in words _____) for _____⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance 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 a maximum amount ₹ _____ (Rupees _____) without any demur, immediately on a demand from the Employer. 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 ₹ _____ (Rupees _____).

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 contractors/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

ANNEXURE – M

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 the _____ 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 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 Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force up to and including _____⁶ 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 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 _____⁷ we shall be discharged from all liabilities under this guarantee thereafter.

We, the _____ 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 _____⁸.

b) This Guarantee shall be valid up to _____⁹.

c) Unless the Bank is served a written claim or demand on or before _____¹⁰ 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 _____

ANNEXURE – M

¹NAME AND ADDRESS OF EMPLOYER i.e. *Bharat Heavy Electricals Limited*

²NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴PROJECT/SUPPLY DETAILS

⁵BG AMOUNT IN FIGURES AND WORDS

⁶VALIDITY DATE

⁷DATE OF EXPIRY OF CLAIM PERIOD

⁸BG AMOUNT IN FIGURES AND WORDS.

⁹VALIDITY DATE

¹⁰DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4. The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE – M

Sl. No	Nationalised Banks	Sl. No	Public Sector Banks
		Sl. No	Private banks
		Sl. No	Foreign banks

FRAMEWORK CONFIDENTIALITY AGREEMENT CUM UNDERTAKING

(Only for NEW Suppliers on Unit's/Division's PMD)
(To be executed on Non-judicial Stamp Paper of value ₹ 100.
To be stamped as an agreement)

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20____ (“Effective Date”) by and between

M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its **Boiler Auxiliaries Plant - Ranipet Unit** (hereinafter may be referred to as “BHEL” or “the Company”).

And

M/s _____, (address) _____
represented by authorized representative Sri _____ (herein after referred to as the “Supplier”).

The Supplier and the Company may, unless the context otherwise requires, hereinafter be collectively referred to as “Parties” or singly as the “Party”.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL/its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with Contract(s) (as defined hereunder) placed or to be placed upon the Supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. **“Contract”** means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.

ANNEXURE – N

- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.
 - C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
 - D. **“Technical Information”** includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
 - F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
- 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by

or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or subcontractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for

ANNEXURE – N

the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
 - (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was/is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing Party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

7. The obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of ONE year from the date when the complete Technical Information has been returned to the Company and if Technical Information has been returned in portions on different dates then, the period of ONE year will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of ONE years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.
- c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilize the same solely for the purpose of executing the Contract awarded by the Company.
- d) The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being

ANNEXURE – N

returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company.

f) The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 8(f) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

10. Arbitration & Conciliation:

a) In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In Charge of the Unit/Division/Region.

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

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at Ranipet.

ANNEXURE – N

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

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

11. Governing Law & Jurisdiction:

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

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at **Ranipet**.

SIGNATURE

WITNESSES 1. _____

Name:

Address:

WITNESSES 2. _____

Name:

Address:

ANNEXURE – O

DETAILS OF MSE/STARTUP/EMD

S.No	Description - Details of MSE/Startup/EMD to be Filled by the Vendor
1.	Name of the Vendor with Registered Office Address:
2.	Address for Communication:
3.	Contact person details:
	1.Name: Mobile Number: Email ID:
	2.Name: Mobile Number: E-Mail ID:
4.	Whether your firm is recognized as Startup by DPIIT (Startup recognition certificate issued by DPIIT to be attached)
5.	Whether your firm falls under MSME (Please put tick mark and attach UDYAM Registration Certificate)
6.	Whether MSEs owned by SC/ST entrepreneurs In case of “Yes” Community certificate of Proprietor /Partner(s)/ Director(s) who have the share of at least 51 % to be attached
7.	Whether MSEs owned by Woman entrepreneur(s) In case of “ Yes ” Aadhaar card of Woman Proprietor/ Aadhaar card of women partner(s) /Aadhaar card of women director(s) who have the share of at least 51% to be attached

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet- 632 406

Enquiry No. 654003E

Date: 27.09.2024

ANNEXURE – O

S.No	Description - Details of MSE/Startup/EMD to be Filled by the Vendor		
8.	If yes, whether the relevant documents as proof for S.no. 6 and 7 have been enclosed?	YES / NO	
9.	PAN of firm (Enclose Copy)		
10.	Name of Proprietor / Partners /Directors	PAN (Enclose Copy)	Aadhar No
11.	EMD Details (To be submitted by firms other than Startup/MSE): Demand Draft Number _____, Date _____, (Value: Rupees Two Lacs only) Bank Name _____, Branch _____.		

Signature of Authorized person with seal