



**BHARAT HEAVY ELECTRICALS LIMITED,
TIRUCHIRAPPALLI 620 014
OUTSOURCING DEPARTMENT**

INSTRUCTION TO SUBCONTRACTOR FOR SUBMISSION OF OFFER FOR NIT: 2024OSB023

- E-NIT: 2024OSB023** is for Fabrication and supply of Part Processing of Wind Box Panel (With finning & complete fabrication of fixtures), Sofa Panel (With finning & complete fabrication of fixtures), Corner Sofa Panel (With finning & complete fabrication of fixtures) for NTPC Projects with BHEL Materials (OSB). This NIT is a **two-part** bid **E-NIT**.
 - Part I** (Techno - Commercial bid)
 - Part II** (Price bid)
- Subcontractor shall ensure all the documents are uploaded in E-Procurement System (EPS) as per instructions given below: (EPS Website: <https://eprocurebhel.co.in/nicgep/app>)

Sl. No.	Type	DESCRIPTION	REMARKS
Part I (Techno - Commercial bid)			
1	Mandatory Fill and upload	Annexure A - Pre-qualification Requirement	Firm shall attach necessary documentary evidence as sought in Annexure A. Firm shall scan the document and upload the same in EPS.
2	Mandatory Fill and upload	Annexure B - Financial Soundness	Firm shall print the document on their company's letter head, fill in necessary details. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall attach necessary documentary evidence.
3	Mandatory Fill and upload	Annexure C - Conflict of Interest	Firm shall fill and upload the details as per Annexure C . Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
4	Mandatory Document to be uploaded	Section IV - GST Details	Firm shall Print the document, fill in necessary details (Name, Company, GST No., GST %). Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
5	Mandatory Fill and upload	Section VI - Non-Disclosure Agreement (NDA)	Firm shall Print the document, fill in necessary details (Name, Company, Place, Date, Month, Year). Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
6	Mandatory Fill and upload	Section VIII - Declaration by bidder	Firm shall print the document on their company's letter head, fill in necessary details (Name, Company, etc.,). Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
7	Mandatory Document to be uploaded	Section X - Integrity Pact	Firm shall download the IP, fill in necessary details. Authorized signatory shall sign the document and company seal shall be affixed on all pages of Integrity Pact. Firm shall then upload the dully filled document in EPS.
8	Mandatory Document to be uploaded	MSE certificate	Firm to upload UDYAM REGISTRATION CERTIFICATE (URC) for MSE certificate in EPS. In case a Firm is NON-MSE then Firm shall declare in their company's letter head that they are NON-MSE and upload the same in EPS.
Part II (Price bid)			
1	Fill and upload	Price Bid	Firm shall download the Price bid format (an excel sheet) 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 Rs. per UoM in the appropriate space given. 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. Firm not willing to quote for any particular rate schedule are advised to leave the space blank for that particular rate schedule in the price bid.

Note: All documents given above are mandatory.

3. In case of non-submission of above documents in requisite manner, offer submitted by sub-contractor shall be rejected.
4. Conditional offers, offers which are incomplete or defective and offers not in accordance with the Tender conditions shall be rejected.
5. 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.
6. To enable subcontractor for submission of error-free offer, the following checklist has been provided. Subcontractor may refer the same before submission of offer.

Sl. No.	CHECKLIST FOR SUBMISSION OF OFFER BY SUBCONTRACTORS
1	Read and understand scope of work
2	Refer drawings, quality documents before quoting price
3	Note the Unit of measurement in this tender. Care to be taken before quoting price
4	Note the Offer validity and contract validity
5	Note that the Price to be quoted on "FIRM" price basis. PVC not applicable.
6	Note the Delivery period
7	Note the Distribution of load and conditions for counter offering (if applicable) as given in tender
8	Note the conditions w.r.to BG requirement before submission of offer
9	Note that the price shall be finalized through RA
10	Declare % of local content (Make in India) along with offer, if applicable.
11	Read and understand the GST clause
12	Read and understand LD, Risk Purchase Clause
13	Note the Payment terms, Safe custody of materials issued by BHEL and other terms & conditions as given in all sections of this NIT
14	Read and Understand the BHEL Guidelines for Suspension of business dealings with suppliers/contractors (available at www.bhel.com) fully.
Note:	
1	The above checklist is only indicative and not exhaustive.
2	Terms & conditions given in the NIT shall be final and binding on the subcontractors.
3	Subcontractor is strictly advised to read and understand terms & conditions given in all the sections of the NIT before submission of offer.
4	Any changes to offer after bid opening will NOT be entertained.

For any clarifications, kindly contact:

Manager/ Contracts / OS

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BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI



OUTSOURCING

OUTSOURCING WITH BHEL MATERIAL (OSB)

NIT: 2024OSB023

**TENDER ENQUIRY FOR OUTSOURCING
FABRICATION & SUPPLY OF “Part
Processing of Windbox Panels, Sofa
Panels & Corner Sofa Panels with BHEL’s
materials (OSB model) – for NTPC
Projects” AS PER BHEL’s DRAWINGS,
BHEL’s QUALITY WORK INSTRUCTIONS
(QWIs), AND TECHNICAL
SPECIFICATIONS.**

**BHARAT HEAVY ELECTRICALS LIMITED****TIRUCHIRAPPALLI****OUTSOURCING****NIT: 2024OSB023****Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS****LIST OF SECTIONS**

SL. No.	DESCRIPTION
0	Instructions to Vendor for Submission of Offer
1	Section I: TECHNO-COMMERCIAL TERMS and CONDITIONS
	<ul style="list-style-type: none">• Section IA: List of Rate schedules• Section IB: List of Extra & Scrap recovery rates• Section IC: Indicative Drawing• Section ID: Brief Scope of Work• Section IE: List of Quality Documents
2	Section II: GENERAL TERMS AND CONDITIONS
3	Section III: MSE CONDITIONS
4	Section IV: GST DETAILS
5	Section V: BANK GUARANTEE FORMAT Section Va: List of Consortium Banks
6	Section VI: NON DISCLOSURE AGREEMENT (NDA)
7	Section VII: LIST OF APPROVED SOURCES
8	Section VIII: DECLARATION BY THE BIDDER
9	Section IX: Conciliation Procedure
10	Section X: Integrity Pact
11	Annexure A: Pre-qualification Requirement
12	Annexure B: Financial Soundness
13	Annexure C: Conflict of Interest

**BHARAT HEAVY ELECTRICALS LIMITED****TIRUCHIRAPPALLI****OUTSOURCING****NIT: 2024OSB023****Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS**

Table of Contents	Page No.
1.0 INTRODUCTION	5
2.0 TENDER QUANTITY	5
3.0 BRIEF SCOPE OF WORK BY VENDOR	5
4.0 PRODUCT GROUP AND RATE SCHEDULES	5
5.0 ELIGIBILITY TO QUOTE IN A RATE SCHEDULE	6
6.0 QUOTING OF RATES	7
7.0 VALIDITY OF OFFER	8
8.0 VALIDITY OF FRAMEWORK AGREEMENT	8
9.0 FIRM PRICE	8
10.0 EVALUATION OF QUOTED PRICE	8
11.0 REVERSE AUCTION	9
12.0 ELIMINATION OF HIGHEST BIDDERS DURING REVERSE AUCTION	10
13.0 PRICE NEGOTIATION	10
14.0 DISTRIBUTION OF LOAD	10
15.0 TIE BREAKING OTHER THAN L1	10
16.0 ELIMINATION OF HIGHEST BIDDERS DURING COUNTER OFFERING	11
17.0 COUNTER OFFERING	11
18.0 ORDERING / PLACEMENT OF PURCHASE ORDER(S)	12
19.0 DELIVERY TERMS	13
20.0 RAW MATERIAL ISSUE AND ACCOUNTAL	13
21.0 TECHNICAL REQUIREMENTS	17
22.0 INSPECTION	18
23.0 GST COMPLIANCE IN RESPECT OF ENSURING INPUT TAX CREDIT (ITC)	19
24.0 PAYMENT	20
25.0 PROGRESS REPORT	22
26.0 BANK GUARANTEE (BG) AGAINST MATERIAL TO BE ISSUED BY BHEL	22
27.0 GUARANTEE FOR THE FINISHED GOODS	24
28.0 LIQUIDATED DAMAGES (LD) / PENALTY	24
29.0 BREACH OF CONTRACT, REMEDIES AND TERMINATION	25
30.0 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP	26
31.0 COMPENSATION AGAINST DAMAGE OF PLANT, MACHINERY/TOOLS	26
32.0 SUBLETTING	26
33.0 APPLICABLE RATE OF TAXES BEYOND THE AGREED DELIVERY PERIOD	27
34.0 VENDOR PERFORMANCE RATING	27
35.0 VENDOR INFORMATION SYSTEM (VIS)	27
36.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017	27
37.0 CONFLICT OF INTEREST	28
38.0 RESOLUTION OF DISPUTES	28
39.0 FRAUD PREVENTION POLICY	30
40.0 INTEGRITY PACT (IP)	30
41.0 GENERAL CONDITIONS	31
42.0 AUTHORISED SIGNATORY FOR SUBMISSION OF OFFER	33



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

LIST OF ABBREVIATIONS USED IN NIT & THEIR DESCRIPTION:

SL. No.	ABBREVIATION	DESCRIPTION
1	AS	Alloy Steel
2	CS	Carbon Steel
3	UB	Universal Beam
4	RS	Rate Schedule
5	PGMA	Product Group Main Assembly
6	DC	Delivery Challan
7	DR	Dimension Report
8	IR	Inspection Report
9	NS	Nature of Supply
10	DU	Despatch-able Unit
11	MPI	Magnetic Particle Inspection
12	LPI	Liquid Penetrant Inspection
13	FMAS	Final Material Accounting Statement
14	PMAS	Provisional Matl. Accounting Statement
15	QP	Quality Plan
16	GMS	Group Manufacturing Specifications
17	QCP	Quality Control Procedure
18	QWI	Quality Work Instructions
19	SRV / GR	Stores Receipt Voucher / Goods Receipt
20	IAWTV	Inter Ancillary Work Transfer Voucher
21	RSV	Return Stores Voucher
22	IAMTV	Inter Ancillary Material Transfer Voucher
23	DTS	Direct To Site
24	FRS	Fabrication Rate Schedule
25	PRS	Painting Rate Schedule
26	SRS	Shot Blasting Rate Schedule
27	SCM	Subcontracting-Machining
28	PMD	Product Material Directory
29	EPS	E-Procurement System



BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI

OUTSOURCING

NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

Section I **TECHNO-COMMERCIAL TERMS & CONDITIONS**

1.0 INTRODUCTION

- 1.1 Outsourcing/BHEL/Tiruchirappalli invites offers from subcontractors for entering into a Rate Contract for **Fabrication and supply of Part Processing of Wind Box Panel (With finning & complete fabrication of fixtures), Sofa Panel (With finning & complete fabrication of fixtures), Corner Sofa Panel (With finning & complete fabrication of fixtures) NTPC Projects with BHEL Materials (OSB)** and as per BHEL's Drawings, Quality Work Instructions (QWIs) and Technical Specifications.
- 1.2 This is a **Two-Part Bid E-tender** Enquiry consisting of **Techno Commercial bid** and **Price bid**.

2.0 TENDER QUANTITY

- 2.1 List of **Rate Schedule(s) (RSs)** covered under this Tender Enquiry is given below. For more details, kindly refer **Section I A**.

Details of Rate Schedule Section 1.1:

SL. No.	RATE SCHEDULE (RS)	RATE SCHEDULE (RS) DESCRIPTION	UoM	Weight (Kgs) (Tolerance ± 20%)	Approx. Material Value	Pre-Qualification Requirement (PQR)	Remarks
1	RS01	Fabrication of Wind Box Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	3,78,124	Rs. 375 Lakhs	PQR to be filled by Vendor as per Annexure A	Rate to be quoted in Rs. per KG
2	RS02	Fabrication of Sofa Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	93,262	Rs. 98 Lakhs		
3	RS03	Fabrication of Corner Sofa Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	64,253	Rs. 47 Lakhs		
Note: Rate Quoted by Vendor shall be exclusive of GST. GST will be paid as Extras.							

3.0 BRIEF SCOPE OF WORK BY VENDOR

- Collect all raw materials such as Tubes for Panels and Plates, Angles, Channels and Fasteners for fixtures from Stores/BHEL/Trichy.
- Fabrication of components as per BHEL's Drawings and as per the approved Quality Plans, Quality Work Instructions.
- Offering the components to BHEL-QC (OLI) / Customer, as per applicable QP, for inspection along with necessary supporting documents.
- The finished items are to be dispatched to **BHEL Unit II – Building 108**.
- The detailed **Scope of Work** for each **Rate Schedule** is given in **Section I D** of this NIT.

Timely delivery is the essence of the Contract. Delivery Terms are specified in Clause 19.0. Vendor shall ensure on-time delivery as specified in the Purchase Order(s).

4.0 PRODUCT GROUP AND RATE SCHEDULES

- 4.1 A rate schedule relates to a group of drawings / PGMA's consisting of similar nature and content of work. Rates to be quoted in the respective rate schedules shall be based on the description of work content and drawings indicated against each RS given in this tender enquiry.
- 4.2 Purchase Orders (POs) shall be placed on a Vendor by way of Rate Schedule (RS) identified for



BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI

OUTSOURCING

NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

each product group.

- 4.3 During actual PO release, there could be marginal variations in the nature of work content and the quantum of work within the same rate schedule.
- 4.4 Extra works, if any, carried out as per drawings / Quality plan / PO requirement shall qualify for extra payment, as per **pre-fixed rates** listed in **Section I B**. Any other work not covered under extra Rate Schedule (RS), but incidental to the completion of fabrication of job till handing over to BHEL, shall be deemed to be Vendor's scope of work.

5.0 ELIGIBILITY TO QUOTE IN A RATE SCHEDULE

- 5.1 Vendors may submit their quote for such Rate Schedule(s) in which they are interested and facilities for such rate schedules are available with Vendor. **For Example:** A Vendor has all the facilities for fabrication of **Windbox Panel** and they also meet all other requisite requirements as outlined in Pre-Qualification Requirement (PQR) including Financial soundness, is eligible to quote for **Windbox Panel**. However, Vendor shall note that it is at the discretion of BHEL to accept/reject the offer of a Vendor for a Rate Schedule **after due evaluation** of **Part I offer** submitted by Vendor.
- 5.2 **Pre-qualification Requirement (PQR)** to ascertain the facility of the participating bidder is given in **Annexure A**. Same may be verified by BHEL during visit to the Vendor's works.
- 5.3 Financially, in general, the fabricator shall have 'Access to, or possess available liquid assets and other financial means sufficient to meet the fabrication requirement and Bank Guarantee (BG) requirements for the jobs'.
- 5.4 **To check the Financial strength of the participating Vendor, following documents have to be submitted as detailed in Annexure B:**
- Copy of GST registration, PAN, Partnership Deed, Certificate of Incorporation etc. as the case may be. (**For details kindly refer Annexure B**)
 - Audited copies of annual reports (**Balance Sheet and P&L account**) with CA membership number for the last three years. If the bidder is established within the last 3 years, the Audited copies of annual reports (Balance Sheet and P&L account) with CA membership number till the last financial year.
 - Latest IT Return copies for the last 3 years. If the bidder is established within the last 3 years, IT Return copies till the last financial year.
 - **Solvency Certificate** from Bank (with Banker's seal and Authorized signature with Name and contact details) shall be submitted along with their offer for Credit Limit **for a minimum value as given below:**

RS No.	RS Description	UOM	Quantity (±20%)	Material Value (In Rs.)	Minimum Solvency Value [In Rs.]
RS01	Fabrication of Wind Box Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	3,78,124	Rs. 375 Lakhs	Rs. 22 Lakhs
RS02	Fabrication of Sofa Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	93,262	Rs. 98 Lakhs	Rs. 5 Lakhs
RS03	Fabrication of Corner Sofa Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	64,253	Rs. 47 Lakhs	Rs. 2 Lakhs



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- The Solvency Certificate submitted along with the offer should be **issued by Bank in Current FY (i.e. 1st April 2024 onwards)**.
- List of Consortium Banks from whom participating Vendors can obtain the required solvency certificate is given as per **Section Va**.

Note: For a new Vendor who is unable to submit Balance Sheet and IT Return copies, Solvency certificate issued by the bank for a value as given above is to be submitted by the Vendor while submitting their offer.

- 5.5 After evaluation of documents forming part of Techno-commercial Bid evaluation, BHEL may conduct spot visit to verify the facilities/technical requirements declared by the Vendor. In case a Vendor doesn't meet PQR then the offer of such Vendors shall be rejected.
- 5.6 In case a Vendor doesn't meet the requirement (PQR) as outlined in **Annexure A & B** then the offer of such Vendors is liable to be rejected.
- 5.7 ***Technically qualified Vendors will be further proposed to NTPC for approval for executing jobs. In case of non-approval of Vendor by NTPC, the offer submitted by Vendor shall be rejected.***
- 5.8 ***Also, Rate Schedule(s) for which the participating Vendors becomes eligible (after evaluation) alone shall be considered for Price Bid Opening. Rate schedules for which participating Vendors are not eligible, the offer submitted by the Vendor for such rate schedule(s) shall be rejected.***
- 5.9 **Vendor may kindly note that due to any of the following reason(s) bid submitted by Vendor may be rejected**
- Vendors who have been put under Interim Suspension/Hold/Ban/Debarment.
 - The Vendors who are under the process of BHEL approval for their constitution change / change of location etc. and Vendors who are found to be not functioning at the registered premises.
- 6.0 QUOTING OF RATES**
- 6.1 Rate(s) to be quoted by Vendor in the respective Rate Schedules shall be for the **Scope of Work** given in this tender enquiry. **(Note: Quoted rate shall be exclusive of GST. GST shall be paid extra.)**
- 6.2 Vendor should quote as per the **Unit of Measurement** mentioned in the **Price Bid Format**.
- 6.3 Price shall be quoted by Vendor in the **Price Bid Format** given in EPS portal. Quoted Price shall be duly uploaded in the EPS portal.
- 6.4 Vendor is advised **not to quote '0' (zero)** against any rate schedule in **Price Bid Format**. Zero quoted as a rate will not be considered as a valid quote and the same shall be ignored. Vendor who do not wish to quote for any particular rate schedule are advised to leave the space blank for that particular rate schedule in their **Price Bid**.



BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI

OUTSOURCING

NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- 6.5 The applicable Unit of Measurement is given in the **Price Bid Format** and Vendor shall quote the rate(s) with reference to the Unit of Measurement (UoM). (i.e. **Rs. per UoM**). **Vendor is requested to exercise utmost caution to take care of UoM while quoting the rate(s).**

7.0 VALIDITY OF OFFER

- 7.1 The offer submitted by subcontractor shall be valid up to **3 Months** for finalization of Framework Agreement from the date of tender opening.

8.0 VALIDITY OF FRAMEWORK AGREEMENT

Framework Agreement shall be entered into with eligible Vendor(s). The Framework Agreement thus signed shall be valid for ordering up to **1 Year** from the date of finalization of Framework Agreement. Hence, offer of Lowest bidder as well as acceptance of Counter offered rate (if applicable) shall be valid for ordering till Validity of Framework Agreement. Moreover, validity of Framework Agreement is subject to further extension with mutual consent. PO(s) placed under this Framework Agreement shall be governed by the T&C's of this tender till the completion of PO.

9.0 FIRM PRICE

- 9.1 The quoted / finalized rates shall be firm till the validity of the Framework Agreement finalized based on this tender or execution of the supplies, whichever is later. Conditional offers shall be rejected.
- 9.2 Any other work not covered, but incidental to the completion of job, shall be deemed to be part of the quote.

10.0 EVALUATION OF QUOTED PRICE

- 10.1 Evaluation currency shall be **INR**.
- 10.2 After Price Bid opening in E-Portal (Part-II offers) or after completion of RA, rate quoted by the bidders shall be sorted in ascending order from lowest to highest price.
- 10.3 Subcontractor quoting the lowest rates for the Rate Schedule will be declared as the lowest bidder for that particular Rate Schedule. **(Note: Quoted rate shall be exclusive of GST).**
- 10.4 Price quoted by subcontractor in tender enquiry in respective Rate Schedules will be evaluated on "Landed cost to BHEL" basis as per the following formula:

Landed cost = Total cost (Based on Quoted price for Scope of Work) + Applicable Taxes net of ITC (GST-ITC)

- 10.5 Sub-contractor is advised not to quote '0' (zero) against any rate schedule. Zero quoted as a rate will not be considered as a valid quote and the same shall be ignored. Suppliers who do not wish to quote for any particular rate schedule are advised to leave the space blank for that particular rate schedule in the price bid.
- 10.6 **Vendor should quote as per the Unit of Measurement mentioned in the Price Bid Format.**



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- 10.7 The applicable unit of measurement shall be given in the Price Bid Format and subcontractor shall quote the rate(s) with reference to the Unit of Measurement (UoM). (i.e. Rs. per UoM). **Subcontractor is requested to exercise utmost caution to take care of UoM while quoting the rate(s).**

11.0 REVERSE AUCTION

- 11.1 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted 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.
- 11.2 After completion of RA, price per UOM quoted by the bidders in RA and in E-Procurement Portal shall be consolidated. Lowest of the price quoted by a subcontractor for each RS shall be considered. Prices thus consolidated shall be sorted in ascending from lowest to highest price for each RS.
- 11.3 For each RS, subcontractor with the lowest rate per UOM shall be declared as L1 subcontractor for that RS. Bid with the next highest evaluated cost shall be ranked L2, and the next be L3, and so on.
- 11.4 In case of tie in the lowest bidder (L1 bidder) in a tender enquiry, revised reduced price offer (price offer after discount) will be obtained from the tied L1 subcontractors. In case tie persists even after submission of revised prices by the respective subcontractors, the final L1 subcontractor shall be decided by tie-breaking through lot system (manual/electronic) in the presence of the respective L1 bidder(s) or their representative(s). In case any tied L1 subcontractor do not submit revised offer or submits increased price in revised offer for tie breaking, then original quoted rate shall be considered for further evaluation. The final ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- 11.5 BHEL reserves right to re-float or short close one or more rate schedules or cancel the tender if L1 rate(s) is/are not acceptable or due to any other reasons.



BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI

OUTSOURCING

NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

12.0 ELIMINATION OF HIGHEST BIDDERS DURING REVERSE AUCTION

- 12.1 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.
- 12.2 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).
- 12.3 However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno commercially, 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}. In case of multiple H1 bidders, all H1 bidders (excluding 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.

13.0 PRICE NEGOTIATION

- 13.1 Post price bid opening/RA, if the rates (as per the landed cost formula) quoted by the lowest bidder in one or more rate schedules is not acceptable to BHEL, then Lowest Bidder/s (L1 Vendor in respective rate schedules) may be called for Price Negotiation.

14.0 DISTRIBUTION OF LOAD

- 14.1 Load distribution is as detailed in **Section I A**.
- 14.2 The quantum indicated for each ranking position in the load distribution is subject to a tolerance of $\pm 20\%$.

15.0 TIE BREAKING OTHER THAN L1

- 15.1 If there is tie for ranking position(s) eligible for counter offering, then Lot shall be done to break the tie using random number generator in MS Excel before Counter-offer process. Step by step illustration of the tie-breaking is given below:
- Rate Schedule wise excelsheet in which all ranks for which tie is present shall be opened.
 - Random number shall be generated against each entry in the excel sheet. Once random number is generated, the values will be frozen against each entry.
 - The rank order shall be sorted in the following manner.
 - Sorting -> 1. RS -> 2. Actual rank -> 3. Random number wise (from lowest to highest).
 - Once sorting is done, each Vendor shall be ranked as per the sorting order.

✓ Illustration:

Step-1: Before Sorting:

RS No.	Vendor code	ORIGINAL Rank before CO
16707	A	L01
16707	B	L02
16707	C	L03
16707	D	L03
16707	E	L04
16707	F	L05
16707	G	L05



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

16707

H

L06

Step-2: After random number generation:

RS No.	Vendor code	ORIGINAL Rank before CO	Random Number
16707	A	L01	0.639156
16707	B	L02	0.931402
16707	C	L03	0.560449
16707	D	L03	0.507298
16707	E	L04	0.621819
16707	F	L05	0.620683
16707	G	L05	0.504936
16707	H	L06	0.793407

Step-3: Final sorting and revised ranking:

RS No.	Vendor code	ORIGINAL Rank before CO	Random Number	Final Revised Rank
16707	A	L01	0.639156	L01
16707	B	L02	0.931402	L02
16707	D	L03	0.507298	L03
16707	C	L03	0.560449	L04
16707	E	L04	0.621819	L05
16707	G	L05	0.504936	L06
16707	F	L05	0.620683	L07
16707	H	L06	0.793407	L08

Distinct rank shall be arrived in the order of random number generated for each of the tied rank. Based on the outcome of LOT process done through MS Excel, final ranking shall be intimated to Vendors. Load distribution shall be based on revised tender ranking.

16.0 ELIMINATION OF HIGHEST BIDDERS DURING COUNTER OFFERING

- 16.1 After price bid opening in E-portal (Part-II offers) or after completion of RA, price quoted by the bidders shall be sorted in ascending order from lowest to highest price.
- 16.2 For those RS(s) where counter offering is envisaged, the bid(s) with overall highest evaluated cost shall be ranked as H1, and the successive high bids below H1 shall be H2, H3 and so on. 20% of total number of distinct bids (Rounded to Integer values) falling under H1, H2, etc., category and the respective bidders shall be eliminated. Counter offering of finalized rate for a RS shall be restricted to only balance Vendors after elimination. If more than one Vendor falls under elimination category with the same ranking, then all the Firms falling under elimination category shall not be considered for counter offering.

17.0 COUNTER OFFERING

- 17.1 After eliminating highest bidder(s), counter-offer shall be extended to other eligible subcontractors in respective RSs where load is being distributed between L1 and other eligible subcontractors. If there is tie among eligible subcontractors for ranking position other than L1, then tie-breaking shall be done, and ranking for each subcontractor shall be revised subsequently. Counter offering shall be done based on the revised ranking. However, loading shall be done based on acceptance to Counter Offer, revised tender ranking post tie breaking and load distribution terms as specified in the tender enquiry.
- 17.2 Following modality shall be followed in case counter offer is not accepted by required number



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

of subcontractors as given in Load Distribution:

17.2.1 In the event of counter offered rate for a particular RS is not accepted by the required number of eligible subcontractors, BHEL shall extend counter offer for balance quantum of the respective RS to L1 subcontractor and other subcontractors who have already accepted counter offer in the order of their tender ranking. If a subcontractor is ready to accept more than their load designated to them, the same will be loaded on them.

17.2.2 Under Exceptional circumstances, if the tender quantum is not exhausted (After exercising above options) by L1 and other eligible Firms for counter Offering, BHEL may resort to counter offer the L1 rates to Vendors in Elimination band excluding H1 Vendor in the order of their tender ranking.

Counter offer shall be done for the Pending tender quantum as per Load distribution. If a Vendor is ready to accept more than their load designated to them, the same will be loaded on them.

- 17.3 In case a Vendor does not execute a Purchase Order after placement of the same, then the quantum of order not executed by the defaulting Vendor will be offered to eligible Vendor in order of their tender rank (starting from lowest Vendor to other eligible Vendors in order of their tender rank) in the respective rate schedule.
- 17.4 Accordingly, the liability of a Vendor (L1 Vendor as well as counter offer accepted Vendor) shall be up to the minimum load as per load distribution + additional quantity accepted by the Vendor or the minimum load as per load distribution whichever is more.

18.0 ORDERING / PLACEMENT OF PURCHASE ORDER(S)

- 18.1 PO will be placed after finalization of Framework Agreement subject to availability of potential with BHEL. However, BHEL does not guarantee ordering of any minimum quantity for any Firm and BHEL reserves the right to short-close the quantum indicated against a RS.
- 18.2 Vendors are advised that they shall consider their annual production capacity, annual financial capability, spareable capacity for this tender enquiry, and pending load in hand etc. before submitting their offer for this tender enquiry.
- 18.3 In case a Vendor (L1 as well as counter offer accepted Vendor) fails to execute POs placed after accepting to execute a quantum of load for a RS, action shall be initiated against the Firm as per BHEL's **Guidelines for Suspension of Business Dealings with Supplier/Contractor** and also as per **Clause no. 29 of Section I** of this NIT. An abridged version of above said guidelines are available on BHEL's website: <https://www.bhel.com/supplier-registration>



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- 18.4 In case project requirement quantum is such that after loading to Vendors as per Tender Terms balance quantum could not be loaded immediately on existing Vendors due to their capacity constraints/not willing to take further load immediately then the balance quantum shall be offered to other eligible Vendors. Orders shall be placed based on acceptance and tender ranking.
- 18.5 Vendor is cautioned that, in case, after price bid opening but before placement of order, Vendor withdraws his/her offer or varies it in any manner within the validity period, then suitable action as per extant Guidelines for Suspension of Business Dealings with Suppliers/ Contractors may be taken. An abridged version of above said guidelines are available on BHEL's website: <https://www.bhel.com/supplier-registration>
- 18.6 In case it is found later at any stage after placement of P.O. on a Subcontractor that facilities required for the job are not available in working condition at Subcontractor's works, BHEL has the right to withdraw the order without compensation of any kind of loss to Subcontractor due to such withdrawal of orders. Action on default subcontractors shall be taken by BHEL as per **Clause no. 29 of Section I** of this NIT and BHEL's Guidelines for Suspension of Business Dealings with Suppliers/Contractors.

19.0 DELIVERY TERMS

- 19.1 Timely delivery is the essence of the Contract.
- 19.2 The delivery period for each PO line item shall be fixed based on any one of the following, whichever is later.
- 90 Days from P.O date (or)
 - 90 Days from the last material clearance date of the Original MIVs
 - 1 Month from further material clearance date, provided the further MIV is generated within one month from corresponding original MIV clearance date for each PO Item.
- 19.3 The Delivery Challan (DC) accompanying the finished / semi-finished fabrications is to be acknowledged by BHEL as proof of receipt for Payment & Billing.
- 19.4 Vendor should get their clarifications (wrt. Engg. Drawings, Material substitutions, Quality Procedural Clarifications) resolved at the earliest from the receipt of Drawing / PO. Any delays in raising query will have to be accommodated by the Vendor within the PO delivery date.

20.0 RAW MATERIAL ISSUE AND ACCOUNTAL

- 20.1 The subcontractor shall ensure completion of Purchase Orders in all respects including Material Accounting within 365 days from the date of issue of the first material from Stores/BHEL/Trichy. This is a statutory requirement and must be strictly complied with. In case PO could not be completed within 365 days from the date of first issue of raw material due to subcontractor's default, the amount payable by BHEL to Government (i.e. GST @ 18% of input material value + applicable interest for 365 days) will be recovered from the subcontractor as penalty. The recovery / penalty will be calculated separately for each material gate pass wherever the period crosses 365 days under a purchase order/ Framework Agreement.
- 20.2 The weights of P.O. items as per GMS shall be the basis for accounting of the raw materials issued. The raw materials shall be issued with a process allowance of 3% for Sheets and 4% for Plates. This includes an invisible wastage of 2% for Sheets and Plates.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

20.3 For Structural items such as Beam, Channel, Angle, UC, UB, rods, Pipes etc., 1% is allowed towards process allowance; this includes invisible wastage.

20.4 **SCRAP & OFFCUT NORMS:** Scrap and Off-cut materials are categorized based on the material size after utilization of prime material (i.e. material issued by BHEL) for fabrication job. The size details for designating a material as scrap or off-cut is as given below:

Sl. No.	Description	Scrap Size (in mm)	Offcut (in mm)
01	CS/AS Sheets & Plates	Below 500 x 250	500 x 250 & above
02	Rolled sections, Rod, angles etc. (other than tubes, pipes)	Below 1000	1000 & above
03	Tubes and pipes	Below 500	500 & above
04	Universal Column	Below 1000	1000 & above
05	SS Sheets & Plates	Below 500 x 250	500 x 250 & above
06	SS Structural, Rods, Tubes, Pipes	Below 250	250 & above
07	Non – ferrous: sheet & plate, rods & tubes	Below 500 x 250 (S & PL), Below 250 (Rods & Tubes)	500 x 250 & above, 250 & above
08	Big size Scrap applicable only for CS & AS (sheets & Plates)	(2500 & above) x (150 to 249)	-

20.5 All balance materials (off cut) shall be handed over to BHEL at Vendor's Work. Transportation of off cut materials from Vendor's Work to BHEL is in the scope of BHEL.

20.6 Scraps including that of Stainless Steel shall not be returned to BHEL.

20.7 Recovery of the cost of the scrap along with GST and other statutory levies, if any, shall be made from the sub-contractor.

20.8 **SCRAP RECOVERY RATES:** The rate(s) for recovery on account of scrap material is as per **Section I B**. Scrap rates shall be valid and remain fixed for all PO(s) placed after finalization of Framework Agreement.

20.9 Wherever attested materials are issued, the balance materials are to be handed over to BHEL in the attested condition only. Transportation of the balance materials from Vendor's Work to BHEL is in the scope of BHEL.

20.10 The material rejected as PDO (Part Disposition Order) due to faulty workmanship of Subcontractor shall entail recovery of the cost of prime material as in **Clause 20.18** below. In addition, conversion and service charges shall also be recovered in case of Part-Processed item.

20.11 The material rejected as PDO due to reasons other than faulty workmanship of Subcontractor shall be returned to BHEL Stores, failing which recovery shall be made as per **Clause 20.18**.

20.12 The Subcontractor should properly utilize materials issued by BHEL/Tiruchirappalli as per the Drawings/QWIs/PO in order to meet design and quality requirements of the product.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- 20.13 **CUTTING PLAN:** After material issue, if applicable, the Subcontractor should submit cutting plan (if applicable) through VIS within **15 days** from the date of material issue. Subcontractor should submit Cutting Plan along with layout and joint details (if applicable) before GR for all the materials issued.
- 20.14 However, in working out such economic cutting plans, it is to be ensured that the details as prescribed in each QWIs are adhered to. After the approval of the Cutting Plans, any balance material available from the issues made either in original or in supplementary shall be returned to BHEL. Transportation of the balance materials from Vendor's Work to BHEL is in the scope of BHEL. The Cutting Plans as approved by OS/BHEL shall be kept at Subcontractor's premises for a minimum period of 3 years from date of cutting plan approval. They should be made available whenever required by BHEL officials or representatives of BHEL. It should be ensured that the jobs are fabricated and welds are made as per the layout of approved cutting plans.
- 20.15 Whenever fabrication is done without proper approved cutting plans, the excess issue over and above the net weight shall attract recovery as prime material as per **Clause 20.18**.
- 20.16 Any clarification in the approved cutting plan should be sought by the Subcontractor before processing of the raw material. For any approved cutting plans, if the corresponding item is undergoing changes in GMS, drawing or net weight of purchase order, Subcontractor should not proceed with processing the material without appropriate revision being done to the approved cutting plan.
- 20.17 In case joint is specified in the approved cutting plan by BHEL, necessary quality requirements such as WPS should be adhered to by the Subcontractor.
- 20.18 **Failure to return the prime / offcut material / material rejected as PDO shall entail recovery of the value of material as fixed by BHEL from time to time which is inclusive of departmental/financing charges, etc. In addition, statutory taxes, duties and levies as applicable shall also be recovered.**
- 20.19 Normally, all the indirect materials falling within the scope of the fabricator for doing the job is to be taken care of by the fabricator themselves.
- 20.20 For the purpose of material accountability after the completion of a particular purchase order in total, BHEL shall generate a provisional MAS (PMAS) next day and the same shall be intimated to the subcontractor through B2B. Any discrepancy such as weight mismatch, DU correction, variation in off-cut and scrap quantum as indicated in the PMAS, IAMTV regularization, RSV return, etc., should be reconciled / settled with the concerned sections of Outsourcing with necessary proof of documents within 15 days from the date of completion of purchase order. If reconciliation is not done within 15 days, it shall be deemed that PMAS is correct in all respects. On 18th day from PO completion, FMAS shall be raised. Recovery shall be posted on 25th day from the date of PO completion. Once FMAS is generated, no correction shall be entertained. FMAS shall be displayed to the subcontractor in B2B portal, and no issue of hard copies of PMAS & FMAS shall be made available.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- 20.21 Recovery towards unreturned balance material as per FMAS shall be done as per BHEL norms along with applicable statutory levies from the Subcontractor. Hence, any correction after the generation of the FMAS shall not be entertained. After the issue of FMAS, the purchase order shall be treated as closed in all respects; therefore, requests toward refund of recovery shall not be entertained.
- 20.22 The Subcontractor shall be responsible for prompt material accounting. Repeated occurrence of inordinate delay in returning and settling the material accounts shall entitle BHEL the right to terminate the Framework Agreement forthwith or to impose a temporary suspension on further loading at the discretion of BHEL.

Custody of materials issued by BHEL to Subcontractor:

- i. The raw materials / components issued to the Subcontractor in connection with the contract shall remain the property of BHEL, Tiruchirappalli. The Subcontractor shall use the above materials / components only for the execution of BHEL's POs for which the materials have been issued, and for no other purpose whatsoever. The Subcontractor shall be responsible for the full value thereof to be assessed by BHEL, Tiruchirappalli whose decision shall be binding on the Subcontractor.
- ii. The Subcontractor shall be liable for the loss or damage to such property from whatever the cause may be while such property is in the possession or under the control of the Subcontractor, their employees, workmen or agents or any other person connected with the Subcontractor. **All the materials of BHEL, Tiruchirappalli shall under no circumstance be sold/hypothecated to any bank or to any lending institution or to any party whomsoever.** Such materials should not be shown as the Subcontractor's assets in any of the statements of the Subcontractor to any party.
- iii. The Subcontractor shall produce the materials supplied by BHEL, Tiruchirappalli in the form of raw material, semi-finished boiler components to BHEL officials visiting the Subcontractor's unit for verification purposes.
- iv. Inventory statement has to be submitted every month by the Subcontractor for the materials issued. If the Subcontractor fails to produce or properly account the materials so issued, BHEL, Tiruchirappalli shall have the right to take further action as deemed fit including recovery of the value of the materials along with the respective administrative charges and statutory levies from the running bills of the Subcontractor and/or temporary suspension of load and/or termination of contract and/or de-listing to initiate action against the firm as per BHEL guidelines for suspension of business dealings with supplier/contractor and also as per **Clause 29 of Section I** of this NIT.
- v. Any act of Subcontractor resulting in dishonest misappropriation or conversion of the materials / components so issued for his own use shall constitute the offence of Civil / Criminal Breach of Trust under Indian Penal Code and/or such other offences under any other provisions of law and the Contractee (BHEL) shall have every right to proceed against the Subcontractor under Civil/Criminal Law in order to ensure proper punishment to such perpetrator(s) for the said offence(s). In such cases, BHEL shall take all necessary steps to recover the material available with those firms.
- vi. Wherever availability of material / components becomes critical for certain work orders, BHEL, Tiruchirappalli shall transfer the balance material available with the Subcontractor from one Subcontractor to the other. For this, necessary credit shall be given during material accounting. The material transfer request emanating from BHEL, Tiruchirappalli is



BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI

OUTSOURCING

NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

to be honored immediately or otherwise, recovery shall be made at the prime material cost + other charges. Any difficulty for effecting such transfer shall be brought to the knowledge of BHEL officials immediately.

- vii. Based on prior approval of BHEL, Firm shall make their own arrangement for raw material, sub delivery and consumables to value limited to Rs 10,000 for each PO in case the same is not available for issue from BHEL stores depending on dispatch criticality. BHEL / QC shall clear the use of such materials based on TC / test reports, where necessary.

20.23 The materials/components rejected as PDO (Part Disposition Order) due to faulty workmanship of Subcontractor shall entail recovery of the cost of prime material as in **Clause 20.18**.

20.24 The material rejected as PDO due to reasons other than faulty workmanship of Subcontractor shall be returned to BHEL Stores, failing which recovery shall be made as per **Clause 20.18**.

21.0 TECHNICAL REQUIREMENTS

21.1 The fabrications shall strictly conform to dimensions and tolerances indicated in the drawings. Care must be taken to strictly adhere to the 'NOTE' given in the drawings. Subcontractor must ensure that correct dimensions and deviations, if any, are recorded properly in the D.R. books, and the same shall be made available to BHEL officials or their authorized agencies.

21.2 Welding electrodes shall be sourced only from the approved sources of BHEL. List of approved sources is as per **Section VII**.

21.3 Normal packing shall be made by the Subcontractor to avoid any transit damages. The quoted rate shall be inclusive of this packing.

21.4 Any other work carried out other than the requirements of Drawings/QWIs shall have the prior written approval of BHEL, Tiruchirappalli.

21.5 Adequate facilities like welding equipments, baking oven, handling facilities and measuring instruments duly calibrated as called for by BHEL must be available with the Subcontractor for the manufacture/fabrication of boiler components. All the above basic fabrication equipment must be in working condition, and the same shall be made available for verification by BHEL officials or authorized agents of BHEL.

21.6 GAUGES:

The instruments/gauges are to be calibrated periodically as follows:

SL. No.	Type	Periodicity
01	Measuring instruments/gauges	One Year
02	Limit gauges (E.g. Plug/ring)	One Year
03	Temperature, pressure gauges	6 Months
04	Measuring steel tapes	Once

21.7 The calibration status shall be displayed at the Subcontractors works in a conspicuous location. Calibration can be performed at either BHEL or at any NABL/Govt. approved labs, traceable to national standards.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING

NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

21.8 **RECOVERY FOR DAMAGED GAUGES:** In case the Subcontractor has damaged or lost the gauges issued to them by BHEL, recovery shall be made for twice the cost of the respective item(s) from the Subcontractor's bill or Bank Guarantee. The Subcontractor shall hand over the damaged gauge to BHEL.

21.9 For various rates schedules, manufacturing, handling and testing facilities' requirement as specified by BHEL from time to time shall be available with the Subcontractor.

22.0 INSPECTION

22.1 Inspection of fabrications shall be by BHEL Quality Control Department and/or by BHEL's customers and/or by an agency or person(s) authorized by BHEL (BHEL officials/customers/representatives/authorized agents) at the Subcontractor's works. All facilities and equipments, calibrated instruments and standard gauges required for inspection shall be provided by the Subcontractor at their own cost.

22.2 BHEL officials/customers/representatives/authorized agents shall have free access to the Subcontractor's works at any time during the execution of the orders as well as for verification of requisite documents/materials.

22.3 The semi-finished components shall be deemed as accepted and ready for delivery only after IR is raised by the Inspector/agency.

22.4 Cost incurred by the Subcontractor for specimen preparation of production test coupon carried out at authorized agency as requested by BHEL, Tiruchirappalli shall not be reimbursed by BHEL.

22.5 Acceptance of the product after inspection makes the Subcontractor eligible for payment. However, such acceptance after inspection by BHEL / AIA does not absolve the responsibility of the Subcontractor in ensuring the quality / performance of their product, even after the warranty period.

22.6 Quality documents such as dimension report, material TC, etc., against the PO placed shall be uploaded by the Subcontractor in B2B portal.

22.7 BHEL representative from unit or CQ (Corporate Quality) is authorized to carry out audits along with Third Party Inspection Agency (if any) at vendor's works before clearing the items for dispatch.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING

NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

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

- 23.1 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.
- 23.2 Response to this tender enquiry for Indigenous supplier/Vendor will be entertained only if the Vendor has a valid GST registration No (GSTIN). If the Vendor is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Vendor under composition scheme should declare that he is a composition Vendor supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- 23.3 Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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 GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- 23.4 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 23.5 Invoices will be processed only upon completion of statutory requirement and further subject to following
- a. Vendor declaring such invoice in Form GST ANX-1
 - b. Receipt of Goods or Services and Tax invoice by BHEL
- 23.6 As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 23.7 A declaration to the effect that all invoice particulars are/were uploaded in the GSTN 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.
- 23.8 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.
- 23.9 In case of discrepancy in the data uploaded by the supplier in the GSTN 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 GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

**BHARAT HEAVY ELECTRICALS LIMITED****TIRUCHIRAPPALLI****OUTSOURCING****NIT: 2024OSB023****Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS**

- 23.10 In cases where invoice details have been uploaded by the Vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the Vendor will be recovered from the Vendor along with the applicable interest (currently 24% p.a.) and all subsequent bills of the Vendor will not be processed till filing of the GST return by the Vendor.
- 23.11 In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the Vendor.
- 23.12 Where any GST liability arising on BHEL under Reverse Charge (RCM), the Vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the Vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the Vendor.
- 23.13 In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- 23.14 Duplicate copy of the Invoice meant for the transporter should accompany the material as stipulated under CE Rules 52A and 172C OR 57CE
- 23.15 TDS on GST shall be applicable as per the GST Act
- 23.16 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to Vendor accepting the TDS deduction in the GST portal & the Vendor can directly download the Certificate from the GSTN Portal.
- 23.17 Vendor shall furnish GST registration No (GSTIN) and applicable GST %

24.0 PAYMENT

- 24.1 **BILLS & PAYMENTS:** 100% payment shall be made against invoices (to be submitted in DUPLICATE to OS/BHEL/Trichy) supported by IR(s) duly endorsed by BHEL Inspector / BHEL's Authorized Inspection Agency and DC acknowledged by Stores/BHEL/Trichy or Shipping/BHEL/Trichy or IAMTV.
- 24.2 Amendment(s), if any, to a PO are being issued to sub-contractor by Planning/OS/BHEL. Subcontractor shall attach a copy of amendment(s) with the invoices for processing of invoices.
- 24.3 Payment would be made within **90 days** from invoice submission date, after GR, subject to submission of invoice along with full set of proper supporting documents by the subcontractor at Outsourcing. GST shall be paid extra at the prevailing rate. TDS on GST is applicable as per prevailing norms of GST Act.
- 24.4 For **Micro and Small Enterprises (MSEs)**, payment shall be made within **45 days**. For **Medium Enterprises**, Payment shall be made within **60 days**.

**BHARAT HEAVY ELECTRICALS LIMITED****TIRUCHIRAPPALLI****OUTSOURCING****NIT: 2024OSB023****Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS****24.5 Number of bills and value limit for each bill are tabulated below:**

PO Value in Rs.	Maximum No. of Bills per PO	Remarks
<= 2 Lakhs	1	After full PO Completion.
> 2 Lakhs	Multiple	One bill for value of every Two Lakhs or above

24.6 The bills shall be made only after completion of entire quantity of PO line item in full (i.e. completion of one full DU) as mentioned above. Bills for partial dispatches of a PO line item (DU) shall not be accepted. However, last bill of a PO can be raised irrespective of any limitation on bill value. Moreover, payment for last bill of a PO shall be made after settlement of FMAS.

24.7 In case it is found that for a Purchase order, the amount of recovery to be made is more than the last bill value submitted by sub-contractor then in that case recovery shall be processed from the bill submitted and the balance recovery shall be recovered from any one of the running bills of the subcontractor and/or by invoking the BG and/or by any other suitable means as decided by BHEL.

24.8 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.

24.9 Sub-contractor may register themselves on TReDS platforms to obtain the intended benefit.

24.10 The TReDS benefit is applicable for Micro / Small / Medium enterprise.

24.11 Checklist for submission of Bills: Subcontractor should ensure that the following documents are submitted for bill processing to avoid any delay in processing of payment:

- Online Invoice – duly signed by Subcontractor with seal. Subcontractor shall submit 100% Invoice.
- Online Invoice Annexures - duly signed by Subcontractor with seal.
- GST Invoice – Original for buyer and Duplicate for transporter copies (Values to be checked with B2B tax invoice template).
- Original IRs – with relevant painting/SB remarks and ODC details (if applicable) - duly signed by BHEL QC inspector and Subcontractor with seal.
- DCs – duly signed by Shipping/BHEL/Trichy official and Subcontractor with seal.

24.12 Invoice shall be raised for DU weights as per the Purchase Order (PO). Payments shall be for the DC weight only.

24.13 The Purchase Order shall be treated as closed once the FMAS is prepared. Recovery as per the FMAS shall be done from any one of the running bills of the subcontractor. No request for refund of penalty/recovery shall be entertained after recovery has been made.

24.14 Extra charges, if any, shall be claimed along with invoice.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- 24.15 The Subcontractor shall ensure that all claims are made against the particular purchase order along with relevant invoice. The amount due for BHEL, Tiruchirappalli, if any because of non-return of off-cut material and/or other issues, shall be recovered from the Subcontractor's running bills, and the applicable purchase orders shall be treated as closed.
- 24.16 No supplementary bill shall be entertained once bills are processed.
- 24.17 Notwithstanding anything contained herein, the payment shall be subject to the deduction of any amount for which the Subcontractor is liable directly or indirectly under this contract or any other contract of the Subcontractor or any other Subcontractor's contract where the proprietor / any of the partners / directors of the present Subcontractor is / are proprietor/director/s/partner/s, in respect of which BHEL / Tiruchirappalli is a Contractee.
- 24.18 Payment of Bills, payments of any amount due, release of security deposit or return of Bank Guarantees furnished under this MOU/Tender/Contract, shall be subject to the deduction of any amount for which the bidder is liable under this contract, or any contract placed on the subcontractor by BHEL, Trichy or any/all other Unit(s) of BHEL.
- 24.19 E-invoicing under GST is being implemented w.e.f. 1st October 2020. E-invoicing under GST is being implemented for all the taxable Suppliers having turnover of more than Rs. 5 Crores. 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.
- 24.20 In case the Vendor / contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax Invoice to BHEL, any subsequent financial loss to BHEL on account of Vendor / contractor shall be to Vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020

25.0 PROGRESS REPORT

- 25.1 The Subcontractor shall furnish progress report(s) from time to time, and also interact with BHEL officials regarding the progress of the work as may be required by BHEL, Tiruchirappalli. The submission, receipt and acceptance of such reports shall not prejudice the rights of BHEL, Tiruchirappalli under the contract merely by reason of the fact that they have not taken notice of or not objected to any information contained in such reports. Action as deemed fit shall be taken if the progress of work is not satisfactory. The Subcontractor shall furnish monthly report (status at the end of every calendar month) regarding the availability of materials at their end. In the event of non-submission of monthly report, suitable action deemed fit shall be taken against such failing Subcontractor.

26.0 BANK GUARANTEE (BG) AGAINST MATERIAL TO BE ISSUED BY BHEL

- 26.1 BG shall be given by Subcontractor for **10% of value of materials** identified to be issued to the Subcontractor against Purchase Order (PO) **subject to a maximum of Rs. 50 lakhs.**



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

26.2 The value of materials shall be as per BHEL calculation and the same is given below:

SL. No.	RATE SCHEDULE (RS)	RATE SCHEDULE (RS) DESCRIPTION	UoM	Weight (Kgs)	Approx. Material Value
1	RS01	Fabrication of Wind Box Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	3,78,124	Rs. 375 Lakhs
2	RS02	Fabrication of Sofa Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	93,262	Rs. 98 Lakhs
3	RS03	Fabrication of Corner Sofa Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	64,253	Rs. 47 Lakhs

- 26.3 The BG required for execution of the Purchase Order (PO) should be submitted within a period of **10 days** from the date of intimation. BG submitted by sub-contractor should be kept valid for a period of **90 days** after Contract validity or 90 days after last bill submission date whichever is later. However, after completion of purchase order and submission of last bill, the Subcontractor can request BHEL for return of BG and the same may be considered by BHEL if liability of sub-contractor is over.
- 26.4 Based on the financial capacity of the Subcontractor, the Subcontractor may decide to submit BG for additional value exceeding the maximum BG value required to be submitted to BHEL for collection of materials against POs placed. This is for enabling smooth execution. However, this does not warrant placement of PO.
- 26.5 On intimation to the subcontractor regarding submission of required BG based on the PO placed, if the Subcontractor does not submit the required BG within 10 days from the date of such intimation, then action as per **Clause 29** shall be initiated by BHEL against default subcontractor.
- 26.6 Further, subcontractors may take note that, if the DUs are not completed within scheduled delivery date, Total Payment block shall be imposed on the subcontractor for all POs.
- 26.7 If no matching material was issued by BHEL for six months from first issue of material in a PO, then the materials issued thus far for the respective PO should be returned back based on advice from BHEL. Subcontractor failure to comply with BHEL's advice on returning the material, shall lead to Total Payment Block being imposed on the subcontractor at Vendor code level on completion of six months from first issue of material.
- 26.8 Subcontractor may note that the above clause is with respect to return of materials to BHEL in case no matching material was issued to subcontractor for six months from the date of first issue of materials. Further, committee comprising of OS, Finance and QC will visit the works of the subcontractor to assess the status of the material. If no works have been carried out on the material, BHEL may advise the subcontractor to return the material based on the suggestion of the committee. If the subcontractor has started the fabrication and the material is not in its original form to return to any store as Raw Material, BHEL may not advise the sub-contractor to return the material and BHEL would try to match the material at the earliest so that the job can be completed. In such case where the sub-contractor is not at fault for not completing the job, the payment block imposed on this account on the subcontractor shall be reversed.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- 26.9 For PGMA's/ Product(s) which involve assembly of Bought out Items (BOI), BG shall be required to be submitted at the time of material issue rather than at the time of P.O placement.
- 26.10 Bank Guarantee to the specified value for the safe custody of the materials issued by BHEL, Tiruchirappalli is to be executed by any one of the banks in the List of Consortium of Banks or Nationalized banks on behalf of the Subcontractor. Also, the above bank guarantee shall be executed on a non-judicial stamp paper of value Rs.100/- as per BHEL's bank guarantee format attached in **Section V**.
- 26.11 The bank guarantee should cover the recoveries to be made by BHEL towards material / faulty workmanship etc. for which proper accountal is not made within the stipulated time. If the recovery amount is more than the pending bills, the difference amount should be settled immediately by submitting Demand Draft(s) in favor of BHEL/ Tiruchirappalli.
- 26.12 Necessary Bank Guarantee(s) / Fixed Deposit Receipt (FDR) should be furnished and renewed in time. It may be noted that, if any of Sub-contractor's raw material BG is expired and is not renewed on time, Payment block shall be imposed on the subcontractor and subcontractor will be unable to submit their invoices.
- 26.13 Subcontractors may note that the Bank Guarantee document submitted by them to BHEL shall be verified for authenticity by BHEL with the concerned bank. On request by BHEL, Bank should confirm the authenticity of BG issued by them for the subcontractor. Only after receipt of such confirmation in writing from the bank, the BG shall be considered as valid. Onus is on subcontractor to ensure that the confirmation from bank to reach BHEL promptly. BHEL shall not be responsible for any delay in receipt of such confirmation from bank.
- 26.14 Bank Guarantee (BG) to the specified value for the safe custody of the materials issued by BHEL, Tiruchirappalli is to be executed by any one of the banks in the List of Consortium of Banks or Nationalized banks on behalf of the Subcontractor. Also, the above bank guarantee shall be executed on a non-judicial stamp paper of value Rs.100/- as per BHEL's bank guarantee format attached in **Section V**.

27.0 GUARANTEE FOR THE FINISHED GOODS

- 27.1 The Subcontractor shall warrant that the fabrications comply fully with the drawings and other technical conditions specified by BHEL. If the fabrications are found defective owing to faulty workmanship/incomplete work within a period of eighteen months from the date of dispatch, the Subcontractor shall do the necessary repair/rework or replace the defective items free of cost. Alternatively, the rework/replacement charges shall be recovered.

28.0 LIQUIDATED DAMAGES (LD) / PENALTY

- 28.1 Timely delivery is the essence of the Contract.
- 28.2 The finished fabrications should be delivered as per the delivery date stipulated in the PO/Addendum. In case of delay in delivery beyond the delivery period specified in PO at item level, Liquidated Damages (LD) shall be levied at the rate of 0.5% of the value of corresponding PO line item 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 the total value of the particular Purchase order/in



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

the addendum to the contract without prejudice to any relief or compensation to BHEL, Tiruchirappalli under any other conditions of the contract.

LD (PO Line Item wise) = 0.5% * Value of PO Line Item * delay in weeks or part thereof,

Where, Delay = Maximum delay occurred (last dispatch date) for the delivery of PO line item.

- 28.3 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.
- 28.4 Since LD shall be recovered invoice wise, invoice should be submitted for the fully completed DUs/PO Item.
- 28.5 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.
- 28.6 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/ date till which extension is requested. Extension shall not be made beyond this date.
- 28.7 Reasons not attributable to BHEL shall not be accepted as reason for delay while requesting for extension of PO delivery date.
- 28.8 For invoices received without any request for delivery extension and/or without proper justification, LD shall be automatically deducted.
- 28.9 In case of any revision/ amendment of PO, the LD shall be linked to the amended/revised PO.

29.0 BREACH OF CONTRACT, REMEDIES AND TERMINATION

- 29.1 In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- 29.1.1** From dues available in the form of Bills payable to defaulted supplier against the same contract.
- 29.1.2** From the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- 29.1.3** In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

29.2 Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.

29.3 In case of delay in delivery beyond PO delivery / mutually agreed delivery, or Vendor/Sub-contractor fails / refuses to complete the PO as per terms or insufficient facilities at sub-contractor's works to execute a PO, 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 subcontractor and action shall be taken as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors.

30.0 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP

30.1 If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the Subcontractor 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. In the event of the Subcontractor's failure to do so within reasonable period, BHEL shall rectify or remove and re-execute the work at the risk and expense of the default Subcontractor.

31.0 COMPENSATION AGAINST DAMAGE OF PLANT, MACHINERY/TOOLS

31.1 BHEL reserves the right to claim adequate compensation from the Subcontractor on account of any damage caused to the plant and equipment/tools handed over to them for execution of work, due to careless handling or negligence on the part of the fabricator. The total cost of recovery shall be decided by BHEL.

31.2 BHEL shall 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.

31.3 BHEL shall also have the authority to reject all the work which do not conform to the specification. BHEL reserves the right to suspend the work or part thereof at any time, and no claim whatsoever on this account shall be entertained. In case of any dispute, the Subcontractor may appeal to BHEL whose decision shall be final and binding.

32.0 SUBLETTING

32.1 The Subcontractor shall not sublet or assign this work or any part thereof to any other firm(s) without the written permission of BHEL. However, if the PO / PGMA loading demands part processing / special process (like Heat treatment, machining, bending, shearing, threading,



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

etc.) for few items at other source(s)/work(s) approved by BHEL, the same may be allowed, with the prior permission of BHEL in writing.

- 32.2 In the event of the Subcontractor subletting or assigning this work or any part thereof without such permission, BHEL shall be entitled to cancel the PO and also action shall be taken as per **Clause 29 of Section-I of this NIT.**

33.0 APPLICABLE RATE OF TAXES BEYOND THE AGREED DELIVERY PERIOD

- 33.1 Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to Vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

34.0 VENDOR PERFORMANCE RATING

- 34.1 Quality, right at the first time and delivery in time are the essence of the contract.
- 34.2 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 B2B 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 delisted and no orders shall be placed on them.

35.0 VENDOR INFORMATION SYSTEM (VIS)

- 35.1 BHEL will establish communication with our Vendors through Vendor Information system.
- 35.2 Most of the mass communications are sent through VENDOR INFORMATION SYSTEM (VIS) and hence Vendors are advised to access B2B regularly.
- 35.3 Vendor is required to have Internet connectivity. Vendor is required to access our web site on a regular basis.
- 35.4 Before commencing the job, latest GMS, Quality Plan applicable to the project or PO is to be ascertained, through the VIS portal. All the Quality records are to be uploaded in VIS portal.

36.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

- 36.1 For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local Supplier / Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- 36.2 The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidder or subcontractor shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

36.3 Subcontractor shall furnish the % of local content while offer submission in E-Procurement system.

37.0 CONFLICT OF INTEREST

37.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified from the tender enquiry.

37.2 A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect stake from any of them; or
- c) They have the same legal representative/agent for purpose of this bid, or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder;
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer is more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufactures, 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:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal;or
- g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Vendor to upload duly filled **Annexure C** regarding Conflict of Interest while submitting their offer.

38.0 RESOLUTION OF DISPUTES

38.1 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/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING

NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

38.2 Notes:

38.2.1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

38.2.2 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.

38.3 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Section IX** to this Terms and conditions.

38.4 The **Section IX** together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.

38.5 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to 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.

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

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

38.8 Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

38.9 The seat of arbitration shall be Trichy, Tamil Nadu, India.

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

38.11 Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

38.12 Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation 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.

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

38.13.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

39.0 FRAUD PREVENTION POLICY

- 39.1 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 <https://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.
- 39.2 Fraud prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/ Regions intranet.

40.0 INTEGRITY PACT (IP)

- 40.1 The integrity pact attached with this Tender as per Section X is an integral part of commercial terms and conditions of this Tender and this may please be signed and sent to us along with the techno-commercial offer in token of acceptance of the conditions of the pact.
- 40.2 'Integrity Pact' is applicable as per Govt. guidelines & all suppliers shall submit the Integrity Pact duly signed and stamped, in order to qualify for further processing of Offer.
- 40.3 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	Independent External Monitors (IEMs)	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

- 40.4 The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. 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 the IEMs shall be done through email only.
- 40.5 Note: No routine correspondence shall be addressed to the IEM (Phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided below:

Name	J Gayathri	M Vijayalakshmi
Dept.	Contracts/Outsourcing	Contracts/Outsourcing
Phone	0431-257-4622	0431-257-4260
E mail:	jgayathri @bhel.in	mvlakshmi@bhel.in



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

40.6 The offers of the bidders who are under suspension/banned and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned Firms is available on BHEL website <https://www.bhel.com/supplier-registration>.

40.7 The offers of the bidders who are under suspension/banned and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned Firms is available on BHEL Website: <https://www.bhel.com/supplier-registration>

40.8 **INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:**

Commitment by BHEL:

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

Commitment by Vendor/Sub-contractor:

- ✓ The sub-contractor commits to take all measures to prevent corruption and shall not directly or indirectly influence any decision or benefit which he is not legally entitled to nor shall act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- ✓ The bidder/ Supplier/ contractor shall, when presenting his bid, disclose any and all payment he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- ✓ The bidder/ Supplier/ contractor shall perform/ execute the contract as per contract terms & conditions and shall not default without any reasonable causes, which causes loss of business / money/ reputation, to BHEL.
- ✓ If any sub-contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or any other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder/ Supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

41.0 GENERAL CONDITIONS

41.1 The offer submitted by Bidders who are under Hold/Ban/Interim Suspension and Bidders who engage the services of the banned Firms/Vendors shall be rejected. List of banned Firms are available in <https://www.bhel.com/supplier-registration>. Offers from such banned Firms shall not be considered.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- 41.2 For participating in the e-tender, Digital Signature Certificate Class III is mandatory for the subcontractor to quote.
- 41.3 The subcontractors should quote the rate and fill other required details only in the respective fields provided.
- 41.4 The offer should be submitted in two part bid basis 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. Hard copy bid or bids through E-mail / fax shall not be accepted.
- 41.5 Vendors should take utmost care for the use of their Digital Key registered with BHEL for EPS while participating in a Tender.
- 41.6 Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Revisions, etc. to Tender Specifications will be hosted in E-Procurement portal.
- 41.7 Action against defaulting subcontractors shall be taken in accordance with the latest revision of BHEL Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. Refer link: <https://www.bhel.com/supplier-registration>
- 41.8 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://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.
- 41.9 All safety precautions and use of safety equipment are to be followed while carrying out the fabrication and dispatch of the same. The sub-contractor must have proper tools and handling equipment. 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, instruct stoppage of work till such time the desired safety requirements/conditions are met with.
- 41.10 All the documents of BHEL (inclusive of Drawings, GMS and Standards) made available to the fabricator 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 shall be returned to us on demand after completion. This secrecy clause is binding on the employees of the fabricators also. Action against defaulting subcontractors shall be taken in accordance with BHEL latest Guidelines for Suspension of Business dealings with suppliers/ contractors. Refer link <https://www.bhel.com/supplier-registration>.
- 41.11 In case it comes to notice of BHEL during the finalization of Tender / after placement of Contract and while executing the Contract, that sub-contractor has given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates or any information prejudicial to BHEL's interest, BHEL will suspend the business with the sub-contractor at any stage and the Bank Guarantee will be forfeited. Action against such subcontractors shall be taken in accordance with the latest revision of BHEL Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. Refer link: <https://www.bhel.com/supplier-registration>



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

Section I: TECHNO-COMMERCIAL TERMS & CONDITIONS

- 41.12 Non-Disclosure Agreement (NDA) forms part and parcel of the Contract. Non-submission of NDA will disqualify the firm. Format of the agreement is part of the techno-commercial bid. The same has to be downloaded from EPS and to be uploaded by subcontractors in EPS during submission of Bid as a confirmation to accept the provisions of Non-Disclosure Agreement (NDA).
- 41.13 All the statutory obligations such as ESI, PF, Labour Acts, Factories Act, etc., will have to be taken care of by the Subcontractor. BHEL, Tiruchirappalli 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 without notice to the Subcontractor and recovered the respective Subcontractor by suitable means as decided by BHEL.
- 41.14 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.
- 41.15 The jurisdiction for any arbitration/settlement of contractual/legal issues between Contractee (BHEL) and Contractor (Subcontractor), shall only be at the court of Tiruchirappalli.

42.0 AUTHORISED SIGNATORY FOR SUBMISSION OF OFFER

Agreeing to the terms and conditions of this NIT, uploading bid supporting documents such as (declaration by bidder, IP etc.) and submission of Price Bids in EPS by using the Digital Key registered with BHEL for EPS shall be construed as the Bid and Supporting Documents are being submitted by the Authorized Signatory of the Firm. Vendor should take utmost care for the use of their Digital Key registered with BHEL for EPS while participating in this NIT.

Annexure-1

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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


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

Section 1- Commitments of the Principal

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

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

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


D. NAGARAJ
Dy. General Manager
Outsourcing
BHEL, TRICHY - 620 014.


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

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

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

Section 4 - Compensation for Damages

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


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Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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


D. NAGARAJ
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BHEL, TRICHY - 620 014.


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

Section 9 - Pact Duration

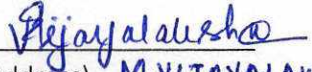
- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of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

Section 10 - Other Provisions

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



 For & On behalf of the Principal
 (Office Seal)
D. NAGARAJ
Dy. General Manager
Outsourcing
 Place **BHEL, TRICHY - 620 014.**
 Date _____

Witness: 
 (Name & Address) **M. VIJAYALAKSHMI**
M. VIJAYALAKSHMI
*** MANAGER**
OUTSOURCING
BHEL, TRICHY - 620 014.

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

Place _____
 Date _____

Witness: _____
 (Name & Address) _____

NIT 2024OSB023

Section I A - List of RSs, UoM & Quantity, Qty. Tolerance, Approx material Value

SL. No.	RATE SCHEDULE (RS)	RATE SCHEDULE (RS) DESCRIPTION	UoM	Weight (Kgs)	Load Distribution as a % of Weight	Approx. Material Value	Pre Qualification Requirement (PQR)	Remarks (Quoted rate shall be exclusive of GST)	Tolerance
1	RS01	Fabrication of Wind Box Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	3,78,124	L01: 60% L02: 40%	Rs. 375 Lakhs	PQR to be filled by Vendor as per Annexure A	Rate to be quoted in Rs. per KG	± 20%
2	RS02	Fabrication of Sofa Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	93,262	L01: 60% L02: 40%	Rs. 98 Lakhs	PQR to be filled by Vendor as per Annexure A	Rate to be quoted in Rs. per KG	± 20%
3	RS03	Fabrication of Corner Sofa Panel (With finning & complete fabrication of fixtures) – NTPC Projects	KG	64,253	L01: 60% L02: 40%	Rs. 47 Lakhs	PQR to be filled by Vendor as per Annexure A	Rate to be quoted in Rs. per KG	± 20%

Note:

1 L02: Second Best Bidder

2 L03: Third Best Bidder

3 **Rate** Quoted by Vendor shall be **exclusive of GST**. GST will be paid as Extras.

NIT 2024OSB023

SECTION IB - LIST OF EXTRA RATE SCHEDULES

SL. No.	YEAR	RS Type	Extra RS Number	DESCRIPTION	RS Category	UOM	Rate (Rs. per UoM)
1	2024	S	23874	Blast cleaning of jobs above 30 MT	Blasting	SQM	168.00
2	2024	S	23875	Blast cleaning of jobs above 20 MT & up to 30 MT	Blasting	SQM	168.00
3	2024	S	23876	Blast cleaning of jobs above 15 MT & up to 20 MT)	Blasting	SQM	162.00
4	2024	S	23877	Blast cleaning of jobs above 10 MT & up to 15 MT	Blasting	SQM	157.00
5	2024	S	23878	Blast cleaning of jobs above 5 MT	Blasting	SQM	145.00
6	2024	S	23879	Blast cleaning of Ducts (above 100 kg & up to 5 MT)	Blasting	SQM	145.00
7	2024	S	23880	Blast cleaning of jobs upto 50 kg	Blasting	SQM	179.00
8	2024	S	23881	Blast cleaning of jobs above 50 kg	Blasting	SQM	179.00
9	2024	S	23882	Blast cleaning of running metre items (up to 100 kg)	Blasting	SQM	145.00
10	2024	S	23883	Blast cleaning of running metre items (above 100 kg)	Blasting	SQM	134.00
11	2024	S	23884	Blast cleaning of jobs above 100kg to 5 MT (other than Ducts)	Blasting	SQM	157.00
12	2024	E	18855	Non - Ferrous scrap	Scrap Recovery rates	MT	6,57,500.00
13	2024	E	18856	Non - Ferrous - turnings & Borings scrap	Scrap Recovery rates	MT	4,48,500.00
14	2024	E	18857	"CS/AS Sheets , plates & Structural"	Scrap Recovery rates	MT	38,200.00
15	2024	E	18858	Ferrous Tubes and Pipe Scrap	Scrap Recovery rates	MT	48,600.00
16	2024	E	18859	SS scrap (magnetic)	Scrap Recovery rates	MT	51,501.00
17	2024	E	18860	SS scrap (non-mqnt) other than 310/310S	Scrap Recovery rates	MT	1,91,000.00
18	2024	E	18861	SS scrap (non-mqnt) 310/310S	Scrap Recovery rates	MT	1,82,000.00
19	2024	E	18862	Big size scrap (AS/CS)	Scrap Recovery rates	MT	41,200.00
20	2024	E	18863	Turnings & borings scrap (CS/AS)	Scrap Recovery rates	MT	30,800.00
21	2024	E	18864	Turnings & borings scrap (SS Mgnt)	Scrap Recovery rates	MT	25,000.00
22	2024	E	18865	Turnings & borings scrap (SS Non-mqnt)	Scrap Recovery rates	MT	40,000.00
23	2024	E	18866	"Non return consumables(like ropes ,etc)	Scrap Recovery rates	MT	5,000.00

NIT 2024OSB023 [Section I C: List of Drawings]

RS01: Fabrication of Wind Box Panel (With finning & complete fabrication of fixtures) – NTPC Projects

Projects Covered: Talcher-1,2, Lara-1,2 Projects (Total 4 Boilers)

Sl. No.	RS	Cust name	Cust	PGMA	Ref. Boiler	DDR	Product	Qty	Sets	Weight (KG)	UOM	INDICATIVE DRAWINGS
1	RS01	Talcher-1	1732	06-400	-	DDR	WINDBOX ASSY	4	4	41,100	KG	<u>Tube Assy Drawing: Du001-2nos /0-06-400-06142 & 0-06-400-06141 and Du004-2 nos/0-06-400-06151 & 0-06-400-06150</u> <u>Fixture Drawing: 0-06-400-06146 & 0-06-400-06155</u>
							WINDBOX FIXTURE	4		43,977		
2		Talcher-2	1733	06-400	-	DDR	WINDBOX ASSY	4	4	41,100		<u>Tube Assy Drawing: Du001-2nos /0-06-400-06142 & 0-06-400-06141 and Du004-2 nos/0-06-400-06151 & 0-06-400-06150</u> <u>Fixture Drawing: 0-06-400-06146 & 0-06-400-06155</u>
							WINDBOX FIXTURE	4		43,977		
3		Lara-1	1834	06-400	Telangana (1819/1820)	DDNR	WINDBOX ASSY	4	4	50,234		<u>Ref.Boiler. Assy Drawing: Du001-2nos/ 0-06-400-04544 & Du003-2 nos/0-06-400-04548</u> <u>Ref.Boiler.Fixture Drawing: 0-06-400-04632 & 0-06-400-04634</u>
							WINDBOX FIXTURE	4		53,750		
4		Lara-2	1835	06-400	Telangana (1819/1820)	DDNR	WINDBOX ASSY	4	4	50,234		
							WINDBOX FIXTURE	4		53,750		
							Total		16	3,78,124		

* Subjected to change based on engineering document release and revisions. Tolerance may be taken for ± 20%

*Reference boiler for 1834/1835 is Telangana (1819)

RS02: Fabrication of Sofa Panel (With finning & complete fabrication of fixtures) – NTPC Projects

Projects Covered: Talcher-1,2, Lara-1,2 Projects (Total 4 Boilers)

Sl. No.	RS	Cust name	Cust	PGMA	Ref.Boiler	DDR	Product	Qty	Sets	Weight (KG)	UOM	INDICATIVE DRAWINGS
1	RS02	Talcher-1	1732	06-500	-	DDR	SOFA ASSY	4	4	11027	KG	Tube Assy Drawing: Du001-4 nos/0-06-500-06119, 0-06-500-06120 Fixture Drawing: 0-06-500-06122
							SOFA FIXTURE	4		11799		
2		Talcher-2	1733	06-500	-	DDR	SOFA ASSY	4	4	11027		
							SOFA FIXTURE	4		11799		
3		Lara-1	1834	06-500	Telangana (1819/1820)	DDNR	SOFA ASSY	4	4	11500		Tube Assy Drawing: Du001-4 nos/0-06-500-04513 Fixture Drawing: 0-06-500-04512
							SOFA FIXTURE	4		12305		
4		Lara-2	1835	06-500	Telangana (1819/1820)	DDNR	SOFA ASSY	4	4	11500		
							SOFA FIXTURE	4		12305		

NIT 2024OSB023 [Section I C: List of Drawings]

							Total		16	93,262		
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* Subjected to change based on engineering document release and revisions. Tolerance may be taken for ± 20%

*Reference boiler for 1834/1835 is Telangana (1819)

RS03: Fabrication of Corner Sofa Panel (With finning & complete fabrication of fixtures) - NTPC Projects

Projects Covered: Lara-1,2 Projects (Total 2 Boilers)

Sl. No.	RS	Cust name	Cust	PGMA	ref. Boiler	DDR	Product	Qty	Sets	Weight (KG)	UOM	INDICATIVE DRAWINGS
1	RS03	Lara-1	1834	06-515	Telangana (1819/1820)	DDNR	CORNER SOFA ASSY	4	4	15520	KG	Ref.boiler Tube Assy Drawing: Du001-2nos /0-06-515-04517 & Du003-2nos/0-06-515-04521
							CORNER SOFA FIXTURE	4		16606		
2		Lara-2	1835	06-515	Telangana (1819/1820)	DDNR	CORNER SOFA ASSY	4	4	15520		Ref.boiler Fixture Drawing: Du001/0-06-515-04518 & Du003/0-06-515-04522
							CORNER SOFA FIXTURE	4		16606		
							Total		8	64,253		-

* Subjected to change based on engineering document release and revisions. Tolerance may be taken for ± 20%

*Reference boiler for 1834/1835 is Telangana (1819)

RS01 - Scope of work for Fabrication of Burner Panel Assembly (Wind box panel)
(With finning & complete fabrication of fixtures)

1. Collect all raw materials such as tubes for Burner panel assemblies, and plates, angles, channels and fasteners for fixtures from Stores/BHEL/Trichy.
2. Inspect the raw materials details & specification by spectrometer. All BHEL inspection formalities should be followed. If any defects noticed in supplied raw material, inform the same to OS immediately.
3. Cutting plan should be submitted to OS/BHEL/Trichy for approval. Collection of further material shall be done only after approval of cutting plan.
4. For the purpose of establishing FOT (if required) based on BHEL's assessment, if raw materials are required then it shall be issued to sub-contractor as free issue. The material issued to sub-contractor for establishing the FOT shall be treated as scrap for the purpose of material accounting and scrap recovery shall be done during material accounting. After establishing the FOT (As per SIP: PP: 12), sub-contractor shall submit to Planning/OS the established FOT details such as Tube Diameter (Size, Thickness & Specification), radius of Bend etc. along with documentary proof of establishing the FOT. In case of non-submission of documentary proof for establishing the FOT the cost of materials issued for establishing the FOT shall be recovered.
5. Shot blast cleaning of tubes, if required, during raw material stage should be endorsed by QC/BHEL before carrying out Shot blast cleaning of tubes. Cost incurred will be reimbursed as per below Note:

Note: In order to be eligible for reimbursement, sub-contractor shall mention in the Inspection Report (IR) the total square meter of surface cleaning is in IR and IR shall be duly certified by QC/BHEL. Certification from QC/BHEL in the form of duly certified IR is a mandatory requirement for reimbursement.

- Bend the individual tubes as per drawing. 150 mm extra allowance has to be provided at each end of bend tubes
Note: Sub-contractor shall take into account the extra length of tubes over and above the drawing length while quoting. No extra cost shall be given to sub-contractor on account of extra length in tubes provided by sub-contractor as per scope of work given in the purchase orders though net weight credit will be provided to vendor for extra lengths provided as allowance.
6. Carry out 10% random inspection and record the Ovality, Bend angle and Minimum Wall Thickness (MWT) readings in the History card.
 7. Bend tube end need not to be edge prepared.
 8. Bends tubes to be arranged as per assembly drawing in fabricated fixture and offered for layout and dimensional inspection.
 9. Identification mark (Item No. w.r.t Assembly drawing + Last five digit of the Burner panel assembly drawing) to be done on tubes at terminal ends in provided extra length portion only

FIXTURE FABRICATION

1. Scalloped plates can be Machined/Milled/Gas cut to the given Angular/Elliptical dimensions as per the drawings.
2. Prepare the items such as Beams, channels & angles to the required Length.

3. Assemble, Fit, tack weld and Full weld the items as per fixture drawings.
4. During scalloped plate fit-up on I beam, provide gap between the adjacent scalloped plates for weld shrinkage allowance. Shrinkage allowance to be provided as mentioned below
 - Overall length of the panel: +2mm in each compartment
 - Gap in between the adjacent scalloped plates on fixture: +2mm in each compartment
 - Gap between scalloped bars provided at the end: +2mm
 - And pitch between tubes at both ends of the panel should be maintained.
5. Carry out Inspection and Preserve the fixture for Assembling of Bend Tubes.

ARRANGEMENT OF BEND TUBES IN FIXTURE LAYOUT

1. Bent tubes to be positioned and aligned in the fixture as per BHEL drawing.
2. Check the bent tubes for 100% conformance to the fixture and within the drawing tolerance.
3. Ensure the pitch uniformity at terminals as per BHEL drawing.
4. Tube ends on both sides of the panel to be firmly arrested with ISMC 125 channel to provide support as well as levelling. Also scalloped bar to be provided along with the channel at the end of the panel to maintain pitch.
5. Dimensions should be maintained strictly as per tolerance drawings.
6. Each compartment is to be tightly bound at all four sides with bolt & nut, angle 75 so as to keep it intact after removing the panel from fixture. For details refer: indicative assembly drawings.
7. Carry out final shot blasting.

GENERAL

1. **Butt Joints are not permitted** in Burner panel tubes.
2. **Fin plates to be arranged with bent and straight tubes area as per the assembly drgs. Fins are to be firmly positioned in between the tube center (FIN FLY NOT ACCEPTABLE.) Latest Rev DRG**
3. **SR/Hydro Test is NOT required.**
4. **Painting is NOT required.**
5. Hot correction is to be minimized. Wherever hot correction is employed the heating parameter shall conform to Table-1; hot correction; of SQP: PP: 08*. Flame heating shall be done with neutral flame without touching the tube surface. The temperature shall be monitored.
6. Inspection by QC/BHEL
7. Dispatch the whole set-up (Bent tubes with fixture Assembly) to BHEL-UNIT-II; Building-108 with relevant Inspection documents.
8. Reference Documents: QCP: 004*; SQP: PP: 08*; SIP: PP: 03*; SIP: PP: 12*; SIP: PP: 15*; SIP: PP: 21* and CQP* as applicable. *Latest revision.
9. The WORK TC shall be prepared by sub-contractor. The same will be clearly mentioned in the purchase order. A sample Work TC is attached for reference.
10. IBR inspection fee is not payable by vendor.
11. Tools/Die/Former requirement for tube bending shall be arranged by sub-contractor. PO rejection on account of unavailability of Die/Former will not be entertained.

RS02 - Scope of work for Fabrication of Sofa Panel Assembly (With finning & complete fabrication of fixtures)

1. Collect all raw materials such as tubes for **Sofa** panel assemblies, and plates, angles, channels and fasteners for fixtures from Stores/BHEL/Trichy.
2. Inspect the raw materials details & specification by spectrometer. All BHEL inspection formalities should be followed. If any defects noticed in supplied raw material, inform the same to OS immediately.
3. Cutting plan should be submitted to OS/BHEL/Trichy for approval. Collection of further material shall be done only after approval of cutting plan.
4. For the purpose of establishing FOT (if required) based on BHEL's assessment, if raw materials are required then it shall be issued to sub-contractor as free issue. The material issued to sub-contractor for establishing the FOT shall be treated as scrap for the purpose of material accounting and scrap recovery shall be done during material accounting. After establishing the FOT (As per SIP: PP: 12), sub-contractor shall submit to Planning/OS the established FOT details such as Tube Diameter (Size, Thickness & Specification), radius of Bend etc. along with documentary proof of establishing the FOT. In case of non-submission of documentary proof for establishing the FOT the cost of materials issued for establishing the FOT shall be recovered.
5. Shot blast cleaning of tubes, if required, during raw material stage should be endorsed by QC/BHEL before carrying out Shot blast cleaning of tubes. Cost incurred will be reimbursed as per below Note:

Note: In order to be eligible for reimbursement, sub-contractor shall mention in the Inspection Report (IR) the total square meter of surface cleaning is in IR and IR shall be duly certified by QC/BHEL. Certification from QC/BHEL in the form of duly certified IR is a mandatory requirement for reimbursement.

Bend the individual tubes as per drawing. 150 mm extra allowance has to be provided at each end of bend tubes

Note: Sub-contractor shall take into account the extra length of tubes over and above the drawing length while quoting. No extra cost shall be given to sub-contractor on account of extra length in tubes provided by sub-contractor as per scope of work given in the purchase orders though net weight credit will be provided to vendor for extra lengths provided as allowance.

6. Carry out 10% random inspection and record the Ovality, Bend angle and Minimum Wall Thickness (MWT) readings in the History card.
7. Bend tube end need not to be edge prepared.
8. Bends tubes to be arranged as per assembly drawing in fabricated fixture and offered for layout and dimensional inspection.
9. Identification mark (Item No. w.r.t Assembly drawing + Last five digit of the sofa panel assembly drawing) to be done on tubes at terminal ends in provided extra length portion only

FIXTURE FABRICATION

1. Scaloped plates can be Machined/Milled/Gas cut to the given Angular/Elliptical dimensions as per the drawings.
2. Prepare the items such as Beams, channels & angles to the required Length.
3. Assemble, Fit, tack weld and Full weld the items as per fixture drawings.

4. During scalloped plate fit-up on I beam, provide gap between the adjacent scalloped plates for weld shrinkage allowance. Shrinkage allowance to be provided as mentioned below
 - Overall length of the panel: +2mm in each compartment
 - Gap in between the adjacent scalloped plates on fixture: +2mm in each compartment
 - Gap between scalloped bars provided at the end: +2mm
 - And pitch between tubes at both ends of the panel should be maintained.
5. Carry out Inspection and Preserve the fixture for Assembling of Bend Tubes.

ARRANGEMENT OF BEND TUBES IN FIXTURE LAYOUT

1. Bent tubes to be positioned and aligned in the fixture as per BHEL drawing.
2. Check the bent tubes for 100% conformance to the fixture and within the drawing tolerance.
3. Ensure the pitch uniformity at terminals as per BHEL drawing.
4. Tube ends on both sides of the panel to be firmly arrested with ISMC 125 channel to provide support as well as levelling. Also scalloped bar to be provided along with the channel at the end of the panel to maintain pitch.
5. Dimensions should be maintained strictly as per tolerance drawings.
6. Each compartment is to be tightly bound at all four sides with bolt & nut, angle 75 so as to keep it intact after removing the panel from fixture. For details refer: indicative assembly drawings.
7. Carry out final shot blasting.

GENERAL

1. **Butt Joints are not permitted** in sofa panel tubes.
2. **Fin plates to be arranged with bent and straight tubes area as per the assembly drgs. Fins are to be firmly positioned in between the tube center (FIN FLY NOT ACCEPTABLE.) Latest Rev DRG**
3. **SR/Hydro Test is NOT required.**
4. **Painting is NOT required.**
5. Hot correction is to be minimized. Wherever hot correction is employed the heating parameter shall conform to Table-1; hot correction; of SQP: PP: 08*. Flame heating shall be done with neutral flame without touching the tube surface. The temperature shall be monitored.
6. Inspection by QC/BHEL
7. Dispatch the whole set-up (Bent tubes with fixture Assembly) to BHEL-UNIT-II; Building-108 with relevant Inspection documents.
8. Reference Documents: QCP: 004*; SQP: PP: 08*; SIP: PP: 03*; SIP: PP: 12*; SIP: PP: 15*; SIP: PP: 21*and CQP* as applicable. *Latest revision.
9. The WORK TC shall be prepared by sub-contractor. The same will be clearly mentioned in the purchase order. A sample Work TC is attached for reference.
10. IBR inspection fee is not payable by vendor.
11. Tools/Die/Formers requirement for tube bending shall be arranged by sub-contractor. PO rejection on account of unavailability of Die/Formers will not be entertained.

RS03 - Scope of work for Fabrication of Corner Sofa Panel Assembly (With finning & complete fabrication of fixtures)

1. Collect all raw materials such as tubes for **Corner sofa** panel assemblies, and plates, angles, channels and fasteners for fixtures from Stores/BHEL/Trichy.
2. Inspect the raw materials details & specification by spectrometer. All BHEL inspection formalities should be followed. If any defects noticed in supplied raw material, inform the same to OS immediately.
3. Cutting plan should be submitted to OS/BHEL/Trichy for approval. Collection of further material shall be done only after approval of cutting plan.
4. For the purpose of establishing FOT (if required) based on BHEL's assessment, if raw materials are required then it shall be issued to sub-contractor as free issue. The material issued to sub-contractor for establishing the FOT shall be treated as scrap for the purpose of material accounting and scrap recovery shall be done during material accounting. After establishing the FOT (As per SIP: PP: 12), sub-contractor shall submit to Planning/OS the established FOT details such as Tube Diameter (Size, Thickness & Specification), radius of Bend etc. along with documentary proof of establishing the FOT. In case of non-submission of documentary proof for establishing the FOT the cost of materials issued for establishing the FOT shall be recovered.
5. Shot blast cleaning of tubes, if required, during raw material stage should be endorsed by QC/BHEL before carrying out Shot blast cleaning of tubes. Cost incurred will be reimbursed as per below Note:

Note: In order to be eligible for reimbursement, sub-contractor shall mention in the Inspection Report (IR) the total square meter of surface cleaning is in IR and IR shall be duly certified by QC/BHEL. Certification from QC/BHEL in the form of duly certified IR is a mandatory requirement for reimbursement.

- Bend the individual tubes as per drawing. 150 mm extra allowance has to be provided at each end of bend tubes

Note: Sub-contractor shall take into account the extra length of tubes over and above the drawing length while quoting. No extra cost shall be given to sub-contractor on account of extra length in tubes provided by sub-contractor as per scope of work given in the purchase orders though net weight credit will be provided to vendor for extra lengths provided as allowance.

6. Carry out 10% random inspection and record the Ovality, Bend angle and Minimum Wall Thickness (MWT) readings in the History card.
7. Bend tube end need not to be edge prepared.
8. Bends tubes to be arranged as per assembly drawing in fabricated fixture and offered for layout and dimensional inspection.
9. Identification mark (Item No. w.r.t Assembly drawing + Last five digit of the **Corner Sofa** panel assembly drawing) to be done on tubes at terminal ends in provided extra length portion only

FIXTURE FABRICATION

1. Scalloped plates can be Machined/Milled/Gas cut to the given Angular/Elliptical dimensions as per the drawings.
2. Prepare the items such as Beams, channels & angles to the required Length.
3. Assemble, Fit, tack weld and Full weld the items as per fixture drawings.
4. During scalloped plate fit-up on I beam, provide gap between the adjacent scalloped plates for weld shrinkage allowance. Shrinkage allowance to be provided as mentioned below

- Overall length of the panel: +2mm in each compartment
 - Gap in between the adjacent scalloped plates on fixture: +2mm in each compartment
 - Gap between scalloped bars provided at the end: +2mm
 - And pitch between tubes at both ends of the panel should be maintained.
5. Carry out Inspection and Preserve the fixture for Assembling of Bend Tubes.

ARRANGEMENT OF BEND TUBES IN FIXTURE LAYOUT

1. Bent tubes to be positioned and aligned in the fixture as per BHEL drawing.
2. Check the bent tubes for 100% conformance to the fixture and within the drawing tolerance.
3. Ensure the pitch uniformity at terminals as per BHEL drawing.
4. Tube ends on both sides of the panel to be firmly arrested with ISMC 125 channel to provide support as well as levelling. Also scalloped bar to be provided along with the channel at the end of the panel to maintain pitch.
5. Dimensions should be maintained strictly as per tolerance drawings.
6. Each compartment is to be tightly bound at all four sides with bolt & nut, angle 75 so as to keep it intact after removing the panel from fixture. For details refer: indicative assembly drawings.
7. Carry out final shot blasting.

GENERAL

1. **Butt Joints are not permitted in Corner Sofa panel tubes.**
2. **Fin plates to be arranged with bent and straight tubes area as per the assembly drawings. Fins are to be firmly positioned in between the tube center (FIN FLY NOT ACCEPTABLE.) Latest Rev DRG**
3. **SR/Hydro Test is NOT required.**
4. **Painting is NOT required.**
5. Hot correction is to be minimized. Wherever hot correction is employed the heating parameter shall conform to Table-1; hot correction; of SQP: PP: 08*. Flame heating shall be done with neutral flame without touching the tube surface. The temperature shall be monitored.
6. Inspection by QC/BHEL
7. Dispatch the whole set-up (Bent tubes with fixture Assembly) to BHEL-UNIT-II; Building-108 with relevant Inspection documents.
8. Reference Documents: QCP: 004*; SQP: PP: 08*; SIP: PP: 03*; SIP: PP: 12*; SIP: PP: 15*; SIP: PP: 21*and CQP* as applicable. *Latest revision.
9. The WORK TC shall be prepared by sub-contractor. The same will be clearly mentioned in the purchase order. A sample Work TC is attached for reference.
10. IBR inspection fee is not payable by vendor.
11. Tools/Die/Former requirement for tube bending shall be arranged by sub-contractor. PO rejection on account of unavailability of Die/Former will not be entertained.

NIT 2024OSB023
SECTION I E - [List of Quality Documents]

DOC TYPE	DOC REF
QCP	QCP 004
Standard Quality Plan	SQPPP 08
Standard Inspection Plan	SIPPP 03
	SIPPP 12
	SIPPP 15
	SIPPP 21
Customer Quality Plan	APPLICABLE CQP



SECTION II

GENERAL TERMS & CONDITIONS

I- DEFINITIONS

Throughout these conditions and in the specifications “**THE CONTRACTEE**” means the **Bharat Heavy Electricals Limited**, acting through the Additional General Manager/Outsourcing, Tiruchirapalli-14, unless the context otherwise provides “**THE CONTRACTOR**” means the person, firm, vendor or company with whom the order for Structural work 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.

II- 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.

III- 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 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.



IV- TERMINATION OF CONTRACT / RISK PURCHASE

If as a result of difficulty in procurement of materials 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 at the cost and risk of the Contractor. Any cost implication towards such alternate procurement shall be recovered from the Contractor.

V- 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.

VI- 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 obligation of the contract / purchase order or under any status 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.

VII –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, Tiruchirappalli is a Contractee".



VIII -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.

IX -JURISDICTION OF THE COURT

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

X -THE GLOBAL COMPACT

Global Compact is a signature initiative of Former United Nations Secretary General Kofi Annan and Four United Nation Agencies:

- ❖ Office of the High Commissioner for Human Rights
- ❖ International Labour Organisation
- ❖ United Nations Environment Programme
- ❖ 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

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

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



SECTION III

SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISE (MSE)

1.0 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, 6.25% 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 6.25% 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. In case of a similar package required for two boilers, if a non-MSE vendor becomes L1, and MSE vendor also participates in the tender, then L1 will be ordered with one package of one boiler and MSE vendor will be given preference for ordering the other package of other boiler, provided the MSE vendor's quoted price is within L1 + 15%, and if the MSE vendor accepts the L1 rate.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2024OSB023

- VI. As per the Gazette notification from *MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES Dtd: 16.06.2021*, UDYAM REGISTRATION CERTIFICATE (URC) shall be applicable from 1st April 2021 and the existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of December, 2021. In light of above, MSE suppliers can avail the intended benefits if they submit UDYAM REGISTRATION CERTIFICATE (URC). MSE suppliers can also avail the intended benefits if they submit along with the offer, attested copy of EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or attested copy of EM II certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (Part 1 in case of two part bid). 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. Documents should be notarized or attested by a Gazette officer. In addition to above, Udyog Aadhar Memorandum (UAM) along with CA certificate is also acceptable as per latest MSE notification. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
- VII. 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.
- VIII. 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.
- IX. **PAYMENT PREFERENCE FOR MSE VENDORS**
- For **Micro and Small Enterprises (MSEs)**, payment shall be made within **45 days**.
 - For **Medium Enterprises**, Payment shall be made within **60 days**.
 - Except for the number of days, all other terms and conditions of payment as described in **Payment Terms of Section I of NIT** shall be applicable.



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 tehsildar.
- 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.

NIT 2024OSB023 [SECTION IV - GST DETAILS]

Vendor's Name	BHEL Trichy Vendor's Code	Mobile Number	E-mail Id	Applicable GST %

Note:

Kindly fill the details as per above requirement.

After filling the details, kindly upload the same in EPS with sign and seal of the authorised person.

SECTION V -NIT: 2024OSB023

BG Format

BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL

Bank Guarantee No:

Date:

NAME OF ISSUING BANK

& ADDRESSES OF THE BENEFICIARY

NAME OF ISSUING BANK

& ADDRESS

BANK EMAIL ID:

BANK PHONE NO:

SFMS Serial No* :

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of 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 _____¹ through its Unit at..... (name of the Unit) having awarded to.....² (Name of the Vendor / Contractor / Supplier) (**VENDOR CODE**), with its registered office at _____² (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref No.....dated³valued at Rs..... (Rupees -----) /FC..... (in words.....) for⁴(hereinafter called the 'Contract')

AND WHEREAS the Employer having agreed as per the terms and conditions of the Contract to supply free issue materials for the manufacture/fabrication of the equipment at the 'Contractor/Supplier/Fabricator's' site on furnishing of a Bank Guarantee for Rs. _____ (Rupees.....)⁵ in the manner hereinafter specified for the due safeguard of the free issue material,

2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount but not exceeding Rs ----- (Rupees -----) without any demur, merely on a demand from the Employer and without any reservation, protest and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the 'Contractor/Supplier/Fabricator' in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the 'Contractor/Supplier/Fabricator' shall have no claim against us for making such payment.
6. We theBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the reconciliation of the free issue material has been carried out 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.
7. We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said 'Contractor/Supplier/Fabricator' 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/Fabricator and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said 'Contractor/Supplier/Fabricator' or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 'Contractor/Supplier/Fabricator' 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.
8. 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/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplier's/ Fabricator's liabilities.
9. This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.
10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/ Supplier/ Fabricator 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.
11. Unless a demand or claim under this guarantee is made on us in writing on or before the **claim period last date** we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date)⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER AND VENDOR CODE ASSIGNED BY BHEL

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS AND CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE (dd /mmm /yyyy)

⁷ DATE OF EXPIRY OF CLAIM PERIOD (dd /mmm /yyyy)

* **Structured Financial Messaging System (SFMS)** has been/ is being implemented by the Banks as per the Ministry of Finance's instructions for Sending and receiving Bank Guarantee and also Inland Letter of Credit Instruments. The SFMS provides a platform for secure communication within the Bank and between Banks. As such, SFMS can prove to be an excellent IT enabled platform for getting secure confirmations from the Banks in respect of Bank Guarantees issued in favor of BHEL.

NIT 2024OSB023
Section Va
LIST OF CONSORTIUM OF BANKS

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

NIT 2024OSB023

Section VI-THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), Vendor Code _____ acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy 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, Trichy 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, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy '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, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy 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 _____, 2023.
(Place) (Date) (Month) (Year)

Name:

Company:

Signature & Seal:



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
TECHNO COMMERCIAL BID – NIT: 2024OSB023

SECTION VII

List of approved sources for the following are given in **Appendix – I**.

- Welding Consumables, Paints & Thinners
- Heat Treatment
- Blast Cleaning & Painting
- NDT

List of approved sources shall be updated by BHEL. Latest updation (addition/deletion) shall be uploaded in B2B portal. Subcontractors must ensure that latest list of BHEL approved sources is followed for execution of PO.

(ON BIDDER'S LETTER HEAD)

NIT: 2024OSB023

SECTION VIII - DECLARATION BY THE BIDDER

I/We, _____, on behalf of the
_____ (Name of Company),
BHEL Trichy's Vendor Code _____ do hereby undertake the following:

- 1) I/We declare and certify that **%** of local content as defined in Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by DPIIT is _____ **%**.
- 2) I/We declare that I/We have not been presently put on hold, banned or black-listed by any of the BHEL units.
- 3) I/We declare that I/We have read all the terms and conditions specified under all Sections forming part of the NIT and agree to abide by the terms & conditions stipulated by BHEL. It is also confirmed that I/we have not taken any deviation to any of the terms & conditions mentioned in any of the Sections of NIT.
- 4) I/We accept the terms and conditions as given in all the sections of the **NIT** and upload the mandatory documents forming part of **NIT** as required by BHEL.
- 5) I/We declare that I/We have not been booked by CBI and/or indicted by a court of law in any criminal case during last 5 years.
- 6) 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)/sub-contractors/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.
- 7) I/ We are aware that, in case it comes to notice of BHEL during the finalization of Tender / after placement of Contract and while executing the Contract, that we have given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates, fake Certificates or any information prejudicial to BHEL's interest, action shall be taken against us under the BHEL guidelines for suspension of business dealings.
- 8) I / We accept to provide Bank Guarantee (BG) as per terms and conditions of NIT.
- 9) I / We accept to abide by the load distribution as per terms and conditions of NIT.
- 10) I/We have understood that No Corrections / Revisions in the quoted rate(s) will be accepted after the Tender opening date.

SECTION VIII - DECLARATION BY THE BIDDER

- 11) 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 with BHEL for EPS shall be treated as the bid and supporting documents are being signed / uploaded in EPS by the Authorized Signatory of the Firm.
- 12) I/We declare that submission of offer shall be construed as agreeing to terms and conditions along with latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Revisions, etc. to Tender Specifications hosted in E-Procurement portal.
- 13) In case there is a lapse / omission or commission in fulfilling the tender requirements as per the commitments given above we fully understand BHEL shall have the right to reject the offers and the decision of BHEL in this regard will be final and binding on us.
- 14) I/We declare that the raw material issued in connection with the fabrication contract shall remain the property of BHEL, Tiruchirappalli and the above materials shall be used only for the execution of BHEL's POs for which the materials have been issued, and for no other purpose whatsoever.
- 15) I/We declare that our Firm shall be liable for the loss or damage to such property from whatever the cause may be while such property is in the possession or under the control of our Firm employees, workmen or agents or any other person connected with our Firm. I/We declare that all the materials of BHEL, Tiruchirappalli shall under no circumstance be sold/hypothecated to any bank or to any lending institution or to any party whomsoever. Such materials shall not be shown as our Firm's assets in any of the statements to any party.
- 16) I/We declare that I/We will submit the Stock statements quarter-wise.

Signature of Authorized person with seal

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores
Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its

recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the

same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

S1 No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

S1 No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>

4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES
TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Appendix II

FORMAT FOR GIVING CONSENT BY CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI UM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor
Name, with designation
Date**

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI						
OUTSOURCING DEPARTMENT						
Annexure A [Pre Qualification Requirements (PQR) for Burner (windbox), SOFA & Corner Sofa Panels] for NTPC Projects - 2024OSB023						
Vendor Name, Address and Contact No.:						
Report of past experience in fabrication of Burner panel / Multiple plane bends supplied to BHEL Trichy. Location of the fabricating firm shall be within 60 km from BHEL trichy						
Spot assessment date:						
Part-A (Mandatory)						
Sl No	Paramters for Evaluation	Minimum Requirement	As given by Firm	As observed in Audit	Remarks	Ok/Not Ok
	LAND DETAILS :					
1	Land area . (If land is taken under lease, registered lease deed for 3 yrs period is required)	0.5 Acres				
2	Fencing/Compound wall	All around				
3	Covered Shed	L-30m by B-10m or equivalent to 300 sq.m with minimum width of 8 m. (Exclusive of area for office.)				
	EB POWER					
4	Power capacity	100 HP				
	HANDLING FACILITIES					
5	Material handling crane capacity with stability certificate (EOT / Gantry)	2 x 10 MT				
6	Firm approval by IBR for fabrication of Boiler Pressure Parts components	Valid certificate shall be available				
7	Tube cutting machine (Abrasive / SAW cutting)	1 No				
8	Hydraulic/Pneumatic Bending machine (Tube Bending machine shall be capable of making multiple bends in a tube in multi plane for a tube with maximum diameter as 50mm and maximum thickness as 9mm) REFER NOTE 1 - Sl.No : 2	1 No				
9	Heating torches for bow correction	2 Nos				
10	(SMAW) Welding M/c 400 Amps Inverter / Rectifier	2 Nos				
11	Scalloped plate fabrication	In-house / Outsourced				
	OVEN					
12	Electrode Baking oven	1 No				

13	Electrode Holding oven	1 No				
14	Flask oven	3 Nos				
GRINDING & DRILLING MACHINES:						
15	Grinding machines - portable (5 Nos.)	5 nos				
INSPECTION FACILITIES						
16	LPI Kit	1 Set				
17	Level II LPI qualified personnel with valid certificate	1 Person for each type.				
18	Sponge Test Facility	1 No				
MEASURING INSTRUMENTS						
19	Tape 5m, 30m (Class I accuracy Tpye)	Each 2 Nos				
20	Vernier caliper - 150 mm	1 No				
BLASTING & PAINTING						
21	BLASTING & PAINTING FACILITY (If Inhouse submit the checklist for blasting and painting. Download checklist from https://supplier.bhel.in)	Inhouse / Outsourced from BHEL approved source.				
PAN & GST :						
22	IT Pan Card No	Original to be offered for verification				
23	GST No	Original to be offered for verification				
OFFICE ROOM :						
24	Office room with PC / LAPTOP, internet facility and printer	Must				
Mandatory for getting qualified for WITH FINNING JOBS :						
25	IBR qualified welders for AS	1 Welder for AS				
26	Pre-heating/Post-heating burner facilities	3 Nos				
Part-B (Optional)						
1	Generator Set (GEN SET)	1 No.	OPTIONAL	OPTIONAL		
2	Booster facility for Hydraulic Machine					
Note1:						
1. For Items in Sl. Nos. 12 to 14, 19 & 20: Valid calibration certificate from any NABL accreditation lab shall be produced by Firm for verification.						
2. For Item in Sl.No 8 : Bending machine shall be capable of making multiplane bends in single tube as per the design requirement of the product. If necessary suitable alteration in bending machine to be carried out. Bending machine should be under operational condition.						
Final Recommendation (for BHEL use only)						
Recommendation after checklist verification:						
Recommendation after spot assessment:						
Assessor.1-TCA (Spot assessment):			Assessor.2 - Co-assessor (Spot assessment):			
Note2:						
01	Part-A requirement is a must for qualifying the vendor. Hence, filling up all evaluation parameters is a must and all mandatory facilities shall be available at the time of spot assessment.					

(ON BIDDER'S LETTER HEAD)

NIT 2024OSB023

Annexure-B (Financial Soundness)

I/We, _____, on behalf of the
_____ (Name of Company),
BHEL Trichy's Vendor Code _____ do hereby submit the following:

Table: 1:

Type of Organization	Tick if applicable	Documents to be submitted (Self-Attested)	DOCUMENT PROOF ENCLOSED (YES/NO)
Sole Proprietorship		GST registration, Auditor's letter and PAN	
Partnership		Partnership Deed, Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be obtained within the last 6 months), GST Certificate and PAN	
Unregistered Partnership		Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners, GST Certificate and PAN	
Limited Liability Partnership		Certificate of Incorporation (LLPIN), LLP Partnership Agreement, GST Certificate and PAN	
Private Limited Company		Certificate of Incorporation, Memorandum of Association & Articles of Association, GST Certificate and PAN	
Public Limited Company		Certificate of Incorporation , Memorandum of Association & Articles of Association, GST Certificate and PAN	
Public Sector / Govt. org.		Certificate of Incorporation , Memorandum of Association & Articles of Association, GST Certificate and PAN	
Cooperative Society		Certificate of Registration of Society issued by Registrar of Societies along with Society Rules and Bye Laws(as per extant Act)	
Trust		Registered Trust Deed and declaration as to the current constitution of trust	

Table 2:

Sl. No.	Description	DOCUMENT PROOF ENCLOSED (YES/NO)
1	Audited copies of annual reports (Balance Sheet and P&L account) with CA membership number for the last three years. If the bidder is established within the last 3 years, the Audited copies of Annual Reports (Balance Sheet and P&L account) with CA membership number till the last Assessment year.	

(ON BIDDER'S LETTER HEAD)

NIT 2024OSB023

Annexure-B (Financial Soundness)

Sl. No.	Description	DOCUMENT PROOF ENCLOSED (YES/NO)
2	Latest IT Return (ITR) copies for the last 3 Years. If the bidder is established within the last 3 Years, IT Return copies till the last financial year.	
3	<p>Certificate from banks (with Banker's seal and Authorized signature with Name/Contact details) for Credit Limit (Solvency Certificate) as given in NIT. The Solvency Certificate submitted along with their offer should be issued by Bank in Current FY (i.e. 1st April 2024 to Mar 2025)</p> <p>List of Consortium Banks from whom participating Vendor can obtain the required certificate is given in Section Va of this NIT.</p>	

Note:

For a new Firm which is unable to submit Balance Sheet and IT Return copies, Solvency certificate issued by bank for a value as given in NIT and applicable documents is to be submitted.

Signature of Authorized person with seal

(ON BIDDER'S LETTER HEAD)

NIT 2024OSB023

Annexure-C [Conflict of Interest]

Declare of sister / common business / management units in
same / similar line of business for the quoted items in the
Tender

Bidder Details:

Tender Enquiry Reference: **2024OSB023**

Sl. No.	Declare of sister / common business / management units	Nature of the Business with BHEL

Bidder's Signature (Authorized person) and seal