

(SUB-CONTRACTING DEPARTMENT)

PART - A

1. Sealed tenders in two parts; Part-I: Techno-commercial bids and Part-II: Price bids are invited for Machining of valve and wall blower components as per relevant BHEL drawings.

The two bids should be submitted in separate inner envelopes duly mentioning the detail as follows: -

Bid	Description	Superscription on envelope	Documents to be submitted
Part-I	Techno-Commercial bid in response to Tender Enquiry No. BHEL: IVP:SC:RC94-2526 dated: 02.07.2025	PART-I "Techno Commercial Bid" for Tender Enquiry No. BHEL: IVP:SC:RC94-2526 dated: 02.07.2025 Due date of opening: 21.07.2025	Acceptance of all terms and conditions. Taxes applicable, if any, are to be mentioned in this part bid. Attested Copy of UDYAM/UDYOG/MSE/SSI/NSIC Certificate/Copy of CA Certificate (if applicable).
Part-II	Price bid in response to Tender Enquiry No. BHEL: IVP:SC: RC94-2526 dated: 02.07.2027	PART-II " Price Bid" Tender Enquiry No. BHEL IVP:SC : RC94-2526 dated : 02.07.2027	Price bid duly filled prices in numbers and words along with the taxes as mentioned in un-priced bid. <u>ONLY PRICES.</u> Anything other than prices mentioned in the price bid shall be considered invalid.

Part-I: Techno-Commercial bid should contain:

Acceptance of Techno-Commercial terms and conditions by signing each page of T&C or a covering letter stating acceptance of all T&C. If nothing is mentioned for any term, it shall be concluded that the same is acceptable and no representation whatsoever shall be entertained later on.

Additionally, attested copy of MSE/SSI/NSIC Certificate by gazetted officer or Notary is to be attached along with Techno Commercial bid. Copy of UDYAM certificate can also be submitted. Copy of CA Certificate certifying quantum of investment in Plant and machinery (Please refer clause 29) if applicable, should also be attached.

Both the sealed separate envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No, due date of opening and address of sender on it. Quotations shall reach us by **17:30 Hrs. on or before 19.07.2025**. Sealed tender can be dropped in tender box marked as "TENDER BOX". This tender box is located at entrance of administrative building of IVP Goindwal. The tender can also be submitted personally to either of following persons:

- a. Mr. Pankaj Kumar /Executive-HR
- b. Mr. Simran Singh /Dy. Manager- Sub Contracting

The tender can be submitted through below mentioned email Id also:

tendersc_ivp@bhel.in (Bid received on any other email ID shall not be considered)

Techno-Commercial bid shall be opened at **14:30 Hrs. on 21.07.2025** at Conference Hall IVP Goindwal. Reverse Auction will not be conducted in this tender. For finalizing prices, BHEL will open the sealed price bids (Part-II). Price bid opening schedule shall be communicated to bidders who have qualified in techno commercial offer.



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

2. PRICE QUOTATION SHALL BE AS PER UNDER:

The items are to be machined as per the scope and the drawing number. Minimum rates are to be quoted by the Vendor (hereinafter referred as Sub-Contractor) on **per piece basis** and on **FOR Goindwal basis**.

1. Quoted rates for machining jobs shall be per piece basis.
2. Quoted rates for gas cutting jobs shall be on **per running cm basis**.
3. Contractor should quote rates for each machined item with retention of cutting/turning/boring/ Notching/ Piercing of ferrous scrap. Goods and Services Tax (GST) applicable on job work shall be payable to vendor by the BHEL
 - a. GST registered Vendors – Vendor shall quote the rate exclusive of GST in the price bid format. **Applicable GST** shall be specified by the vendor **separately** in **Techno Commercial Format**. GST shall be paid by Vendor. GST shall be reimbursed to vendor by BHEL.
 - b. Non-GST registered Vendors – Vendor shall quote the rate exclusive of GST in the price bid format. In the **techno commercial format** vendor shall specify himself as **non-GST vendor**. In such case the GST shall be paid by BHEL.
4. **Applicable taxes (GST) on ferrous scrap retained by sub-contractor shall be borne by the sub-contractor.**
 - a. GST registered Vendors – Vendors are liable to pay the GST on the scrap retained by vendors to government.
 - b. Non-GST registered Vendors – GST on scrap retained by vendor shall be borne by Vendor. In such cases, BHEL shall recover GST on scrap retained by vendor.
5. Aluminum, bronze scrap shall be returned to BHEL along with finished components. Burning losses of 8% of theoretical scrap (Calculated from drawing) generated shall be provided. Payment of aluminum bronze components shall be made only after receipt of scrap account statement. Recovery of shortages of scrap, including applicable taxes, shall be made from the running bills.
6. Material cost, GST, Overheads @5% and applicable interest, as per the existing tax laws, for materials lying at their works for a period more than 365 days, whatsoever may be the reason for retention of the material, if any, shall be borne by the Sub - contractor.

Vendors are required to ensure compliance of GST provisions and registration of their firm as per GST act 2017.

3. SCOPE OF WORK:

1. The scope of work includes machining/Heat Treatment/Plating (wherever applicable)/ Tuff-riding of components/Gas cutting as per drawing number mentioned in tender enquiry and mentioned in sub- contracting purchase order. Material will be manufactured as per tolerance mentioned in the drawings. For Tolerances for un-tolerance dimensions, document TP0230299 is to be followed. BHEL shall provide raw material for the items to be machined.
2. Machining of Valve Bodies and Toa Valve Bodies (except Isolating valves) shall include the edge preparation of butt weld end bodies.

4. VALIDITY OF OFFER:

The rate quoted will be valid for 75 days after tender opening for finalization of the Tender.

5. VALIDITY OF RATE CONTRACT:

Rate Contract will be valid for a period of one year from date of finalization of tender and will be applicable for all orders released during the currency of the contract. However, BHEL reserves the right to terminate the contract



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

earlier also, if the performance of the Vendor is not satisfactory. Based on the rate contract, Sub-contracting POs will be released during the currency of the rate contract. The rate contract can be extended again on mutual agreement.

6. LOADING:

The invitation of rates and finalization of item-wise rates through this tender is for the purpose of entering into rate contract on fixed prices basis for validity mentioned elsewhere in tender. The item-wise rate contract will be entered into with requisite number of vendors by counter offering finalized lowest rates to vendors considering the price ranking and determined by other terms and conditions of the tender. The loading of any item for full tender quantity is not envisaged to happen in one-go but is spread over the currency of rate contract in any quantity and at any time during the currency of rate contract, so the loading of any item cannot be thus construed by simple formula of loading mentioned elsewhere in tender.

The broader guideline for counter offering and rank wise intended loading are as follows:

Rate Contract will be entered into requisite no. of vendors to ensure that our requirement is met. For this, BHEL reserves the right to give counter offers to other vendors than L1 (lowest bidder-item wise) vendor.

Evaluation in case of more than one L1: In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

In case more than one bidder happens to occupy L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/ draw of lots, in presence of respective L1 bidders or their representatives.

Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.

In case any of L1, L2 or L3 vendor is MSE then loading will be as follows:

1. BHEL shall counter offer the finalized L1 rates to two accepting vendors upto any rank*. In any case H1 vendor will not be considered. The tender quantity may be divided in the proportion of 50:30:20 (50% for L1, 30% for L2, 20% for L3).

*BHEL intends to keep upto three vendors in RC for effective planning of receipt of items. Counter offer is proposed to be given to all qualifying bidder for an item (except H1 or any exception so described elsewhere in tender). Merely getting counter offer and acceptance by a bidder does not alter his rank and do not indicate commitment by BHEL to load him during the currency of RC. Through this exercise and as an outcome of this exercise, new ranking of L2/ L3 may emerge out depending upon whether the original L2/L3 have accepted the counter offers or not. The seniority of ranking however will be unaffected with this exercise, i.e. if L2/L3/L5 have not accepted the counter offers and L4 & L6 have accepted the counter offers. Original L4 & L6 will become L2' & L3.

2. Counter offers will not be issued to Highest Bidder except in case of items where there are less than three qualified bidders. In case there are less than three bidders for any item, then counter offer will be issued to the highest bidder also.
3. In case L2, L3 and any other bidders have quoted same rates and are also highest bidders, the counter offer may be issued to highest bidders also.
4. In case two or more bidders have L2 rank for a particular item, 50% tender quantity will be given to L1 bidder and balance 50% will be offered to L2 bidders. In case two or more L2 bidders accept the counter offer then 50% quantity will be divided equally among the counter offer accepted bidders and in that case no counter offer will be given to L3 bidder. In case only one L2 bidder accept the counter offer then 30% will be given to L2 bidder and balance 20% will be offered to L3 rank bidder.
5. In case of only two qualified bidders, the tender quantity may be divided into proportion of 60:40 (60% for L1 and 40% for L2).



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

6. In case of single bid, the entire tender quantity will be offered to L1 bidder.

In case none of L1, L2 or L3 vendor is MSE then loading will be as follows:

1. BHEL shall counter offer the finalized L1 rates to two accepting vendors upto any rank*. The tender quantity may be divided in the proportion of 40:25:10:25 (40% for L1, 25% for L2, 10% for L3 and 25% for MSE's). The division of tender quantity is subject to following conditions:
*BHEL intends to keep upto three vendors in RC for effective planning of receipt of items. Counter offer is proposed to be given to all qualifying bidder for an item (except H1 or any exception so described elsewhere in tender). Merely getting counter offer and acceptance by a bidder does not alter his rank and do not indicate commitment by BHEL to load him during the currency of RC. Through this exercise and as an outcome of this exercise, new ranking of L2/ L3 may emerge out depending upon whether the original L2/L3 have accepted the counter offers or not. The seniority of ranking however will be unaffected with this exercise, i.e. if L2/L3/L5 have not accepted the counter offers and L4 & L6 have accepted the counter offers. Original L4 & L6 will become L2' & L3.
- a. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent may be offered 25% quantity of tender quantity at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply may be shared equally. If there are more than one MSE in the price band of L1+ 15% to whom the offer has been sent and some of them reject the offer then the remaining quantity may be distributed equally to the MSEs accepting L1 prices.
- b. 25% from the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE's may be reserved for MSE's owned by SC/STs. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 6.25% per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs may be met from other Micro and Small Enterprises.
- c. In line with the special provision for micro and small enterprise owned by women, out of the total annual procurement from Micro and small enterprise, 3 percent from within 25 percent target shall be procured from MSE's owned by women.
The definition of MSE owned by women shall be as under
 - i. In case of proprietor MSE, proprietor shall be women
 - ii. In case of partnership MSE, the women partners shall be holding at least 51% share of the unit.
 - iii. In case of private limited company, at least 51% share shall be held by women promoters.
- d. In case any MSE vendor does not accept the counter offer, then loading shall be (45% for L1, 30% for L2, 25% for L3).
- e. If there is no MSE in the Price band of L1+15% then loading shall be (45% for L1, 30% for L2, 25% for L3).
2. Counter offers will not be issued to Highest Bidder. Counter offer shall be issued in following two cases to highest bidder eligible for a proportion of Tender Quantity,
 - i. In case of MSE bidders will be given counter offer
 - ii. In case there are less than three bidders for any item
3. In case L2, L3 and any other bidders have quoted same rates and are also highest bidders, the counter offer may be issued to highest bidders also.
4. In case of only two qualified bidders, the tender quantity may be divided into proportion of 60:40 (60% for L1 and 40% for L2).
5. In case of single bid, the entire tender quantity will be offered to L1 bidder.

Once the rate contract has been entered in to, during actual loading of a particular item; factors like BHEL required delivery of particular item at that time vs load already available with particular vendor and his delivery schedule of already loaded items, the performance of particular vendor by that time, availability of Bank Guarantee and alike may dominate over the intended loading criteria mentioned in the terms and conditions. It is pertinent to mention here that time is the essence of contract. So item-wise actual loading may differ while executing the rate contract. Reiterating, preference shall be given to L1 vendor for loading however, BHEL reserves the right to give load to other vendors owing to one/more of the stated factors, notwithstanding the fact that the vendor was original L1.



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

7. INSPECTION:

- a) Inspection of the finished components will be done at vendor's premises after receipt of inspection request along with dimension report. No deviation unless authenticated by authorized BHEL Officials will be allowed. The inspection request and the dimensional report shall be in the format prescribed by BHEL.
- b) BHEL reserves the right to carry out inspection at its premises as and when required.
- c) In case of Rework at Sub Contractor's end due to operator fault, the rework shall be carried out by Sub Contractor free of cost.
- d) In case of rejection at Sub-contractor's end due to operator fault, raw material cost along with any other relevant charges will be recovered.
- e) Calibrated gauges, fixtures and measuring instruments shall be available with vendor at all times.
- f) Dimension reports shall be kept ready prior to inspection.
- g) Where edge preparation is in the scope of vendor, D1 should be mentioned on bodies at the time of inspection

8. DELIVERY OF FINISHED COMPONENTS:

- a) The inspected components shall be delivered at Component Stores along with 4 copies of delivery challan, bearing seal of Main Gate Security and 2 copies of Inspection Report.
- b) Delivery challan should have the details like PO No., IR NO., D1 dim, Component Code and special material description such as WC6/WC9/CF8/CF8M/CF3M.
- c) Anti-Rust Oil shall be applied by vendor on finished components as per BHEL drawing before the delivery of components.
- d) Finished components shall be unloaded in designated area as directed by the Store-keeper.
- e) Finished goods shall be delivered at Component Stores at Sub-contractor's own cost. Facility for handling heavy materials (like lifter/crane) will be provided by BHEL.
- f) The Sub Contractor shall supply the finished components with proper packing arrangement as per below given details-

S. No.	Component	To mention on Component	To write with	Remarks
1.	GV/RV/FV/TOA/ Isolating Valve Body	D1, Material Code, vendor Code & IR No.,	D1, Material Code Vendor Code & IR No to punching/engraving at the required location as mentioned by BHEL.	Additionally, in all 600 class and 2-150/300 GV bodies, center mark of seat to be punched. Center mark of seat required in 2" C300 GV and all FV bodies above 8". Rust preventive to be applied in case of threaded body seat.
2.	Bonnet, Yoke, Cover, Wedge, Stem, Spindle Sleeve-30015200, Air valve stem, Valve stem forging, Wall Blower Valve Body & Deslagger Body	Material Code, vendor Code	Punching/Permanent Marker/Paint.	Stems, Spindle Sleeve-30015200, Air valve stem, Valve stem forging are to be individually wrapped in transparent bubbled polythene sheet and material code to be mentioned on wrapping sheet. Center punch at top and bottom to be applied in all wedges. Bonnet/Yokes threaded portion: Rust preventive to be applied.



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

3.	Rough & Welded Seat Ring, Disc, Flap & Back Seat	Material Code, Vendor Code	Punching/Permanent Marker/Paint.	In case of WC6, WC9, CF8 and CF8M Rough Material, Material code and material grade (WC6/WC9/CF8/CF8M) are to be Punched/written with permanent marker only in case adequate space is not avl or it is unapproachable to punch material grade on Non-Welding area whereas Vendor Code to be written with permanent marker/ paint. Similarly, for stellited components, STL to be
4.	Final Seat Rings, Seat Insert, Final Disc, Final Flap, Final Back Seat, Gland Flange and, Gland Follower.	Material Code & Vendor Code	By pasting sticker on each piece Or writing with permanent Marker/Paint.	In case of WC6, WC9, CF8, CF3M and CF8M material, Material code and material grade (WC6/WC9/CF8/CF8M/CF3M) are to be mentioned on the material. RV/SV/FV seat rings to be individually wrapped to prevent any kind of seat and thread damage.
5.	All other jobs (Retainer, Lantern Ring, Specialty, Gear, Wall Blower Gears and other Components etc.)	Material Code, Vendor Code	By pasting sticker on each piece or writing with Permanent Marker/Paint Or making suitable size small packets & clearly writing its vendor code and material code on outside of the packed lot in such a way that pieces could be counted from	- In case of WC6, WC9, CF8 and CF3 CF8M material, Material code and material grade (WC6/WC9/CF8/CF8M/CF3M) are to be mentioned on the material. "STL" to be written on stellited backseats. Small components to be bunch wrapped/individually as per the component shape and size and practical feasibility

Note: Vendor may please be noted that for all casting components to mention as Material Code, Vendor Code and IR Number are to be written with Punching/Engraving and other components to mention as Material Code and Vendor Code are to be written with Permanent Marker/Paint.

9. DELIVERY SCHEDULE: -

Vendor shall be required to complete the order as mentioned in PO/LOI/ delivery requirement given through other communications. Further, BHEL may release delivery schedule from time to time based upon our requirement. Vendor shall be required to complete the order as per BHEL schedule requested. As per BHEL requirement delivery period will be given in the range of 15 to 120 days.

10. ISSUE OF BHEL's RAW MATERIAL & INSPECTION GAUGES:

- Raw materials shall be issued from Main Stores/component stores and cost of transportation shall be borne by the Sub-contractor. Facility for handling heavy materials (like lifter/crane) will be provided by BHEL.
- The raw material shall be provided by BHEL as per BHEL drawing with proper machining allowances. Material description shall be embossed/written with permanent marker on the raw materials (like F6, F304, F316, X20 Chrome, F22 etc) along with Melt No reference in order to satisfy traceability conditions for the components covered under ISO/ CE Marking.
- The vendor is required to lift the material within Five working days of release of PO (it is the responsibility of vendor to check regularly B2B portal for new POs). Otherwise, depending upon the BHEL's requirement, the



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

said material can be diverted to next eligible vendor/s.

- d) Vendor has to appoint an authorized representative for issue and collect of raw material from BHEL.
- e) If due to any reason, raw material issued to the vendor is more than the required, then the vendor has to return the excess material to the respective stores.
- f) For material facility and follow up communication, vendors registered email id's and phone no's will be used.
- g) Though, it's not the responsibility of BHEL, to provide checking/inspection gauges for manufacturing of ordered items, yet vendor can request issue of gauges to IVP's Tool Engg Department on a prescribed format, mentioning valid PO & component for which these are required. Depending upon their availability, gauges will be issued on non-chargeable basis. However, vendor cannot claim any relaxation in delivery dates due to their non-availability or delay in issuing them.
- h) Vendor has to ensure proper upkeep, storage and handling of gauges at their works. Further these are to be returned back on or before its due date. Any loss or damage of gauges will be recovered from the vendor.

11. ACCESS TO MANUFACTURING PREMISES:

During the currency of the contract and while Sub-Contracting Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL, if our contractual requirements with our customer's call for the same.

12. GUARANTEE:

Vendor shall give a guarantee of eighteen months from acceptance of material at BHEL for undertaking repairs/replacement of any defect observed during machining/ assembly/ hydraulic testing or subsequent processing notwithstanding the previous acceptance. Entire cost of such repairs/replacement of material will be deducted from any of the running bills/PBG.

In case of vendor fault when the repair is carried out by BHEL on components, the welding repair charges shall be @ Rs 11.80 per cc for carbon steel, Rs 12.60 per cc for alloy steel and Rs 16.60 per cc for stainless steel grades. In addition to this, if any other repair charges such as machining cost is incurred by BHEL the same shall be borne by the sub-contractor.

The components machined as per BHEL drawing should be free of machining/welding/gas cutting/fabrication defects. If the item is found defective after receipt during onward processing at Shop, total cost will be recovered from Sub-contractor as per clause no. 7c & 7d.

13. CONFIDENTIALITY OF BHEL DRAWINGS/DOCUMENTS:

Sub-contractor/s shall ensure confidentiality of BHEL drawings and documents issued to them and shall not pass on the same to any unauthorized agency/person. Violation of the same shall tantamount to cancellation of the contract of the Sub-contractor.

14. BANK GUARANTEE AND SECURITY DEPOSIT:

- a) Sub-contractor will have to execute a Bank Guarantee, in the prescribed format, for a sum of minimum 5% of the value of the maximum materials likely to be in possession of the Sub-contractor at any point of time. BG already submitted by the sub-contractor shall be taken into consideration and any additional requirement shall be conveyed by BHEL.
- b) Additionally, Security Deposit shall be recovered at the rate of 5 % from running bills of sub- contractors in a calendar year. The Security Deposit shall carry no interest and shall be refundable in 2nd quarter of next calendar year.

15. INDEMNITY BOND:



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

Sub-contractor shall have to indemnify BHEL for any loss to BHEL's material in custody of the Sub-contractor against theft or financial liability against funding agency/financial institution or any other loss. The bond is to be executed on non-judicial stamp paper as per the format prescribed by BHEL.

16. TERMS OF PAYMENT:

- a. Due payment against job work done shall be made within 45 days from receipt of invoice at IVP Goindwal and receipt of following documents:
 - i. Two copies of Invoice i.e. Original & Duplicate for Transporter. Vendors are required to mention GST of BHEL on Tax invoices.
 - ii. Original Challan
 - iii. Original Inspection Report (not required for 100% Ok components)
- b. The rejected material should also be deposited along with the accepted material through Delivery Challan. ***BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.***
- c. GST registration number is to be submitted by qualified vendor as per GST law
- d. Conditions relating to release of GST portion:
- e. Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following: The reimbursement of GST portion of invoice shall be released only upon: -
 - Vendor declaring such invoice in his GSTR-1 and
 - Receipt of goods and Tax invoice by BHEL and
 - Confirmation of payment of GST thereon by vendor on GSTN portal.
- f. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- g. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
- h. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.

17. AVAILING INPUT TAX CREDIT (ITC) BY BHEL:

- a. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and submission Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
- b. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
- c. If GST credit is delayed/denied to BHEL due to non/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 shall be recoverable from vendor along with interest levied/leviable on BHEL.
- d. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

18. LIABILITY UNDER REVERSE CHARGE (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

19. FIRM PRICES:



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

The contract shall be on the basis of firm prices. No variation in price shall be entertained during the currency of the Rate Contract.

20. Liquidated Damaged (LD): -

- a) Time is the essence of the contract.
- b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. It's the sole responsibility of the L1 bidder to pick the total material required for execution of purchase orders in one go. However, if the bidder lifts the material in instalments, the end delivery date for the project will remain unaffected (and no request for delivery extension will be entertained).
Note: Any delay on the part of BHEL to issue the material to vendor shall be suitable compensated in the form of delivery extension.
- c) In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages - LD - as detailed below shall be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Punjab under any other condition of the contract/applicable legal provisions.
- d) Failure to dispatch the materials in the time as per the delivery mentioned in our Purchase Order (PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the undelivered order value per week of the delay or part thereof subject to a maximum of 10% of the undelivered order value.
- e) Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).
- f) Indigenous: In case of Ex-works delivery terms, the document date (Invoice/Challan date) in Goods Receipt (GR) document shall be reckoned for LD deduction. In case of FOR Delivery terms, the posting date in GR document shall be reckoned for LD deduction.
- g) Import: For CFR terms, BL date will be considered for LD calculation.

BHEL reserves the right to receive or not receive the material after the due date of PO. Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

21. Breach of contract, Remedies and Termination-

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 the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

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

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

22. FORCE MAJEURE:

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall be by reason of such event



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

be entitled to terminate the 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 practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the Vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

23. DISPUTES/ARBITRATION:

In the event of any dispute and /or difference arising between the Sub-contractor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

24. JURISDICTION:

The court of the place from where the Sub-contracting order issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

25. SUB-LETTING:

The Sub-contracting order or any part thereof shall not be Sub-contracted, assigned or otherwise transferred without giving the notification to BHEL in writing. However, vendor can outsource the Heat Treatment/Plating from authorized dealers of the process. But vendors have to submit certificate from third party to BHEL for the job undertaken.

26. MISCELLANEOUS:

- a) BHEL reserves the right to accept or reject any part or whole of the tender without assigning any reason thereof.
- b) The Tender Quantity mentioned is tentative only. Actual quantity may vary from this and is subject to availability of raw material/order booking with BHEL. For Group nos. G10c, G2165, G1905, G2473, G2303, G2304, G2171, G2311b, G2182, G517, G2224, G2184 & G2197 tender quantity may increase by 30%. For the remaining items, the actual ordering quantity may vary by any percentage, however splitting between L1 and counter offered accepted bidders will be done in same proportion as mentioned in tender terms.
- c) BHEL reserves the right to discontinue any component/change scope of work/assembly as the need arises from time to time during the currency of tender.
- d) In case of any loss that might be caused to BHEL due to lapse on the part of the workers deployed by Sub-contractor, such loss shall be compensated by Sub Contractor and in this connection, BHEL has the right to deduct appropriate amount from his bills etc. to make good of such loss to BHEL beside imposition of penalty. In case of any deficiencies /lapses on the part of personnel deployed by Sub contractor, BHEL shall be within its right to terminate the contract forthwith or take any other action without assigning any reasons whatsoever.
- e) During the currency of the Rate Contract, if any new component with new material code but under same size & similar scope of Machining work appears, vendor shall be liable to machine it under final RC rate as per RC terms and conditions.
- f) All Personnel Protective Equipment's/Safety Equipment's are to be provided by Sub Contractors to its workers deployed for work inside BHEL premises.
- g) **In case of death/mishap/physical disability occurred during discharging the duties by Sub Contractor/workers deployed by Sub Contractors inside BHEL premises, the compensation liability solely rests with the Sub Contractor.**
- h) The identification and traceability w.r.t Make/Melt/Heat & Material type of raw material issued to Sub



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

Contractor shall be maintained by him during processing and onward final submitting the components in BHEL Stores. BHEL reserves the right to verify the compositions/mechanical/chemical properties of parent material at any stage of processing at Sub Contractors end and also of final machined components submitted in BHEL stores.

- i) The Sub Contractor shall supply the finished components with proper packing arrangement as specified in respective Purchase Order(s).
- j) The Sub Contractor(s) who have deployed their labor for work within BHEL Premises shall be responsible for compliance of following Labour laws/Acts.
 - 1. Payment of Wages Act 1936.
 - 2. The Employees Provident Fund and Miscellaneous Provision Act 1952.
 - 3. The Factory Act 1948.
 - 4. The Employee State Insurance Act 1948.
 - 5. The Employment of Children's Act 1938.
 - 6. The Minimum Wages Act 1948.
 - 7. Workmen Compensation Act 1923

(Any other Labour laws as applicable will be taken into consideration for compliance of labour laws in this contract.)

k) For this procurement, Public procurement (Preference to Make in India), Order 2017 dtd 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.20 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after the issue of this NIT but before finalization of contract /PO/WO against this NIT. In the event of any Nodal ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Further with ref to Clause no .9 a of above-mentioned order self-certification from all bidders is required as mentioned below:

The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

l) Rates for job works done under partial operations /rework orders will be as per Rate Schedules finalized by BHEL (Annexure-1 Part A, B & C attached with tender terms for reference of bidders).

m) Abridged version of Guidelines for Suspension of business dealings with suppliers/contractors are available at below mentioned link <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

n) BHEL may ask detailed working of cost estimation from bidders during tender processing for any items quoted by bidders.

o) Any gauge/Instrument issue to vendor by BHEL is to be returned on or before its due date.

27. PERFORMANCE MONITORING:-

- a) The Sub-contractor/s with whom contract is entered into will be evaluated based on the "System for Performance Monitoring & Rating for Vendors".
- b) Performance Rating will be taken into consideration while releasing further orders on the Sub- contractor. Based on performance of the Sub-contractor, supplier control checks will be specified from time to time and will be binding on the sub-contractor.
- c) The Supplier Performance Rating shall be used for assessing the performance of a supplier in comparison with other suppliers with a view to decide whether or not to continue to procure the products from the supplier if the Supplier Performance Rating is below a certain limit.
- d) **For more details on Supplier Performance Rating, supplier can read Para 9.0 in abridged version available at link: https://www.bhel.com/sites/default/files/SEARP-2016_abridged_for_web.pdf**
- e) The feedback to the supplier shall be posted every quarter. In addition, the annual SPR rating shall also be



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

intimated to the supplier. In case, the vendor does not contest the SPR ratings within 15 days of the availability of SPR on B2B portal, it shall be construed that the vendor has accepted the SPR ratings provided by BHEL.

28. DEALING WITH BANNED SUPPLIERS /CONTRACTORS:

The offers of the bidders who are under suspension as 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 web site www.bhel.com.

1. Integrity commitment, performance of the contract and punitive action thereof:
 - a. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. During the tender process, BHEL will treat all Bidder(s) in a transparent and fair manner, and with equity.
 - b. Commitment by Bidder/ Supplier/ Contractor:
 - The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or 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](http://www.bhel.com) and/or under applicable legal provisions”.

29. WORDS AND FIGURES:

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/ cutting, etc will be numbered by bid opening officials and announced during bid opening.

30. PREFERENCES FOR MSE' s:



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

Preferences* as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & “Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018” or as per latest guidelines issued by government shall be given to Micro and Small enterprises.

MSE suppliers can avail the indented benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (where deemed validity of EM II certificate of five year has been expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part-I in case of two-part bid). Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by the Gazetted officer. Copy of Udyog Aadhaar/UDYAM certificate can also be submitted

*All these preferences are applicable subject to the submission of applicable certificates (i.e. District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises).

Necessary Document to be submitted in Part-I: -

- Acceptance of all techno-commercial terms and conditions. **If nothing is mentioned for any terms and condition, it shall be concluded that the same is accepted.**
- **Attested Copy of MSME/SSI/NSIC Certificate (if applicable). Copy of Udyog Aadhaar/ UDYAM certificate can also be submitted**
- **Attested Copy of CA Certificate certifying quantum of investment in Plant and machinery, (please refer Clause 30)**
- Un-priced bid with all taxes and duties (extra/inclusive) and % mentioned. Document to be submitted in Part-II: Rates per piece (no.) mentioned in figures as well as in words. **No other condition shall be mentioned.**

31. SUPPLIED MATERIAL ADJUSTMENT:

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of Taxes will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. Vendor can ask for pending PO's from BHEL anytime.

32. Fraud Prevention:

“The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.”

33. Submission of signed & stamped documents:

The supplier and bidders while submitting documents in response to NIT/Tender etc. are required to ensure that:

“Documents submitted with the offer shall be stamped and signed in each page by the authorized representative of the bidder”.

34. Special Terms and Conditions for Gas Cutting Jobs

- a. Rate should be quoted per running Centimeter (RCM) for the respective thickness slabs.



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

- b. Work will be carried out within BHEL Premises.
- c. Gas and gas cutting equipment, electrical connection shall be arranged by the Vendor. However, electricity charges shall be borne by BHEL.
- d. Facility for handling heavy materials will be provided by BHEL.
- e. Vendor will be responsible for fulfillment of all requirements in respect of labor engaged by him, including medical insurance/ESI, provident fund as applicable. Vendor will provide and shall ensure all his employees wear appropriate safety equipment like safety shoes, gloves and any other required PPE of required standard at all time while working. Besides any other instructions regarding wearing of safety apparels issued from time to time are to be adhered to.
- f. Vendor has to arrange adequate safety gears recommended on gas cylinders like flash back arrester, caps, vertical positioning, proper binding clips on hose pipes. All regulators must have proper working gas. TCs/Documents can be checked anytime by BHEL.
- g. Proper housekeeping of work area to be maintained to avoid any untoward incident by stacking of material so as to have a clear approach to work area.
- h. Vendor shall ensure adherence of all statutory requirements in accordance with ISO 45001:2018 and ISO 14001:2015 HSE Management System.
- i. Each employee should have his identity card. Only authorized persons duly approved by vendor shall work inside BHEL premises.
- j. All electrical connections should be properly connected through plug, socket, insulation, earthing etc. Vendor has to ensure safe upkeep of all wirings in his work area by periodic checking and maintenance/replacement as necessary to keep the workplace free of any potential health, safety & Environment related hazards.
- k. Medical Checkup to ascertain physical fitness for the job to be carried out and records to be submitted before joining the duty.
- l. No person should enter in inebriated condition.
- m. All to follow covid appropriate behavior within IVP premises (including masks, social distancing, hand washing etc.). All advisories, as issued by BHEL from time to time to be followed & complied.
- n. Police verification of every employee is must before joining.
- o. In case any HSE related serious violation is observed, an amount of Rs 100 per violation shall be deducted from Running Bills.
- p. Any other law of land being recommended by Statutory Authorities to be abided. Hence any new law to be accommodated too.
- q. In case of death/mishap/physical disability occurred during discharging the duties by Sub Contractor/workers deployed by Sub Contractors inside BHEL premises, the compensation liability solely rests with the Sub Contractor.
- r. All legal compliances to be followed like Gas Cylinder Rules 2016 etc.

For and on behalf of BHEL

s/d

Simran Singh

Dy. Manager/Sub-Contg.

PART – B**SYSTEM FOR PERFORMANCE MONITORING & RATING FOR VENDORS**

1. The Supplier Performance Rating shall be used for assessing the performance of a supplier in comparison with other suppliers with a view to decide whether or not to continue to procure the products from the supplier if the Supplier Performance Rating is below a certain limit.

2. **Supplier Performance Rating (SPR):**

Supplier performance shall be assessed considering the following main factors and calculated for each consignment / purchase order:

Rating	Weightage
Quality	60
Delivery	30
Service	10
Total	100

2.1 **Quality Rating (QR):**

Quality rating is based on acceptable quantity of material offered for inspection or delivered by supplier and shall be calculated as:

$$\text{Quality Rating (QR)} = \frac{(Q1 + 0.75 \times Q2 + 0 \times Q3) \times 60}{Q}$$

Q	Quantity inspected
Q1	Quantity accepted
Q2	Quantity accepted with concession/deviation/rectification
Q3	Quantity rejected

2.2 **Delivery Rating (DR):**

Supplier will be rated on delivery parameters wherein Delivery rating shall be 30 in case of adherence to PO delivery.

For non-adherence to PO delivery (i.e. delay in supply), marks to be deducted in proportion of delay to PO delivery.

$$\text{Deduction} = 30 \times \frac{\text{delay in days}}{\text{PO delivery in days}}$$

$$\text{DR} = 30 - \text{Deduction}$$

Note:

- Delay is calculated as per PO delivery terms.
- In cases, where delay is on account of BHEL in providing raw materials/ tools/ any other input, the delivery shall be extended with amendment to PO.
- In case of rectification/replacement of item, the delivery is to be reckoned from the original supply date.



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO. BHEL: IVP:SC:RC94-2526 DATED: 02.07.2025 OPENING DUE DATE: 21.07.2025.

2.3 Service Rating (SR) 10% Weightage:

The criteria for service rating shall be based on the Demerit factor (negative rating) to be updated by the User/ Quality/ MM (Sub Contg) group. The service rating shall be 10 in case there is no negative

feedback against the vendor for the given supply. Else, the service rating should be reduced proportionally based on the Demerit factor.

In case negative feedback (substantiated by documentary evidence) is received from Shop Floor/ Site on the supplies made, at a later date, demerit factor shall be applied again accordingly

Supplier Performance Rating (SPR) = QR + DR + SR

3. Usage of Supplier Performance Rating:

The following action is recommended based on SPR score: -

SPR Score	Grade	Action
>90	A	Supplier can be considered for self-certification or for reduced
>75 <=90	B	Supplier may be informed for improvement
>=60 <=75	C	Identification of areas for improvement by MISCC - Approval of Product Manager/ Head of MM (not below the rank of AGM) for limited tender enquiry
<60	D	To be dealt in accordance with extant guidelines on Suspension of Business Dealings with Suppliers/ Contractors

4. Feedback to suppliers regarding performance rating:

The feedback to the supplier shall be posted every quarter. In addition, the annual SPR rating shall also be intimated to the supplier. In case, the vendor does not contest the SPR ratings within 15 days of the dispatch of SPR rating by BHEL, it shall be construed that the vendor has accepted the SPR ratings provided by BHEL.

For and on behalf of BHEL

s/d

Simran Singh
Dy. Manager/Sub-Contg.

Annexure-1

Schedule of Machining Rates for Partial Operations (Part-A)		
A	Gate Valve Body Machining Rate	Z
a1	Transportation Cost	@ 5% of Z
a2	Job Setting Cost	@ 3% of Z
	$Q=Z-(a1+a2)$	
a3	Body Top Flange Complete Machining	@ 20% of Q
	a.3.1 Top Flange Drilling and Counters	@ 5% of Q
		@ 15% of Q
a4	Seat Machining (Both Sides)	@ 40% of Q
a5	Guide Machining (Both Sides)	@ 15% of Q
a6	Side Flange (Both Flanges) Complete Machining in BW Bodies	@ 25% of Q
	a.6.1 OD, ID, Facing & Collar Turning complete except Edge Preparation (Both Sides)	@ 19% of Q
	a.6.2 Edge Preparation only	@ 6% of Q
a7	Side Flange (Both Flanges) Complete Machining in FL Bodies	@ 25% of Q
	a.7.1 Flange Turning & Facing (Both Sides) except drilling	@ 19% of Q
	a.7.2 Drilling & Counters	@ 6% of Q
a7	Skim Out Cost (Both Sides)	@ 12% of Q
a9	Serration Removal/Serration Forming (Both Sides)	@ 5% of Q
B	Flap Valve Body Machining Rate	Z
b1	Transportation Cost	@ 5% of Z
b2	Job Setting Cost	@ 3% of Z
	$Q=Z-(b1+b2)$	
b3	Body Seat Machining	@40% of Q
b4	Body Top Flange Complete Machining	@ 20% of Q
	b.4.1 Top Flange Drilling and Counters	@ 5% of Q
	b.4.2 Top Flange Balance Machining	@ 15% of Q
b5	Side Flange (Both Flanges) Complete Machining in BW Bodies	@ 25% of Q
	b.5.1 OD, ID, Facing & Collar Turning complete except Edge Preparation (Both Sides)	@ 19% of Q
	b.5.2 Edge Preparation only	@ 6% of Q
b6	Side Flange (Both Flanges) Complete Machining in FL Bodies	@ 25% of Q
	b.6.1 Flange Turning & Facing (Both Sides) except drilling	@ 19% of Q
	b.6.2 Drilling & Counters	@ 6% of Q
b7	Hinge Pin Complete Drilling & Tapping	@15% of Q
	b.7.1 Hinge Pin Drilling	@8% of Q
	b.7.2 Tapping and Plug Seat Machining	@7% of Q
b8	Skim Out Cost	@ 12% of Q
b9	Seat Ring Removal	@2.5% of Q
b10	Serration Removal/Serration Forming (Both Sides)	@ 5% of Q
C	Globe Valve Body Machining Rate	Z
c1	Transportation Cost	@ 5% of Z
c2	Job Setting Cost	@ 3% of Z
	$Q=Z-(c1+c2)$	
c3	Body Top Flange Complete Machining	@ 20% of Q
	c.3.1 Top Flange Drilling and Counters	@ 5% of Q
	c.3.2 Top Flange Balance Machining	@ 15% of Q
c4	Seat Machining complete	@ 55% of Q
c5	Side Flange (Both Flanges) Complete Machining in BW Bodies	@ 25% of Q

Annexure-1

	c.5.1 OD, ID, Facing & Collar Turning complete except Edge Preparation (Both Sides)	@ 19% of Q
	c.5.2 Edge Preparation only	@ 6% of Q
c6	Side Flange (Both Flanges) Complete Machining in FL Bodies	@ 25% of Q
	c.6.1 Flange Turning & Facing (Both Sides) except drilling	@ 19% of Q
	c.6.2 Drilling & Counters	@ 6% of Q
c7	Skim Out Cost	@ 12% of Q
c8	Seat Ring Removal	@ 2.5% of Q
c9	Serration Removal/Serration Forming (Both Sides)	@ 5% of Q
D	Yoke cum Bonnet/ Bonnet Machining Rate	Z
d1	Transportation Cost	@ 5% of Z
d2	Job Setting Cost	@ 3% of Z
	$Q=Z-(d1+d2)$	
d3	Bottom Flange Complete Machining	@60% of Q
	d.3.1 Bottom Flange including Turning/ Facing/ Step Machining/ Backseat Bush Step Mach	@50% of Q
	d.3.2 Bottom Flange Drilling/ Counters	@10% of Q
d4	Top Flange Complete Machining	@20% of Q
	d.4.1 Top Flange including Turning/ Facing/ Step Machining	@15% of Q
	d.4.2 Top Flange Drilling/ Counters	@5% of Q
d5	Bore Machining	@20% of Q
E	Gate Valve Wedges Machining Rate	Z
e1	Transportation Cost	@ 5% of Z
e2	Job Setting Cost	@ 3% of Z
	$Q=Z-(e1+e2)$	
e3	T-Slot Complete Machining	@ 40% of Q
	e.3.1 T-Slot Base Machining	@ 20% of Q
	e.3.2 T-Slot Balance Machining	@ 20% of Q
e4	Guide Machining(Both Sides)	@ 30% of Q
e5	Seat Machining (Both Sides)	@ 30% of Q
F	Final Flap Assy Machining Rate	Z
f1	Transportation Cost	@ 5% of Z
f2	Job Setting Cost	@ 3% of Z
	$Q=Z-(f1+f2)$	
f3	Nut & Washer Machining Rate	@ 35% of Q
f4	Flap Machining Rate	@ 65% of Q

NOTE: For offloading the job for partial operation , Transportation cost and Job setting cost shall be given in addition to the cost of that operation.

Annexure-1

Schedule of Machining Rates for Partial Operations (Part B)		
A	Gate Valve Body Machining Rate	Z
a1	Transportation Cost	@ 5% of Z
	$Q=Z-(a1)$	
a8	Seat Ring Removal (Both Sides)	@ 40% of Q
a10	Welded Seat Machining (Both Side)	@ 50% of Q
B	Flap Valve Body Machining Rate	Z
b1	Transportation Cost	@ 5% of Z
	$Q=Z-(b1)$	
b10	Welded Seat Machining	@ 50% of Q
G	Stem Machining Rate	Z
g1	Transportation Cost	@ 5% of Z
	$Q=Z-(g1)$	
g2	Rough Machining	@30% of Q
	g2.1 Key Way/ Slotting	@5% of Q
g3	Threading	@30% of Q
g4	Head Machining	@20% of Q
	g4.1 T-Slot machining	@10% of Q
g5	Finishing/ Grinding	@20% of Q
H	Isolating Valve body Machining Rate	Z
h1	Transportation Cost	@ 4% of Z
	$Q=Z-(h1)$	
h2	Machining of Side edge, bore and collar (First edge)	@ 20% of Q
	h2.1 Test Collar back side	@ 8% of Q
h3	Machining of Side edge, bore and collar (Second edge)	@ 20% of Q
	h2.2 Test Collar back side	@ 8% of Q
h4	Seat Machining (First side)	@ 18% of Q
h5	Seat Machining (Second side)	@ 18% of Q
h6	Top Flange	@ 18% of Q
h7	Drilling & Tapping	@ 6% of Q

NOTE: For offloading the job for partial operation, Transportation cost shall be given in addition to the cost of that operation.

Annexure-1

Schedule of Machining Rates for Partial Operations in TOA Valves (PART C)		
A	TOA Valve Body Machining Rate	Z
a1	Transportation Cost	@ 5% of Z
a2	Job Setting Cost	@ 3% of Z
	$Q = Z - (a1 + a2)$	
a3	Top Flange turning and drilling	@ 5% of Q
a4	Threading	@ 20% of Q
a5	Internal groove machining	@ 5% of Q
a6	Mol. Stainless steel weld bore machining	@ 15% of Q
a7	Internal boring machining	@ 10% of Q
a8	Total Length machining	@ 5% of Q
a9	Stellite-6 welded seat machining	@ 40% of Q

(Annexure – 2)**INTEGRITY PACT****Between**

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

and

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

Preamble

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

Tender enquiry no. BHEL: IVP:SC:RC94-2526 dated 02.07.2025 for machining of Valves, Wall blower components and Gas cutting of plates.

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

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

Section 1- Commitments of the Principal

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

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

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

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

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory

penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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



Section 8 -Independent External Monitor(s)

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



- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall



keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.



For & On behalf of the Principal

Simran Singh
Dy. Manager/Sub-Contg.
BHEL IVP Goindwal Sahib

For & On behalf of the Bidder/ Contractor

(Name & Address)

(Office Seal)

(Office Seal)

Place: Goindwal Sahib

Date 02.07.2025

Witness: _____

Witness: _____

(Name & Address)



Gopal Singh
DGM / Sub-Contg.
Bharat Heavy Electricals Ltd
433, Industrial Complex
Industrial Valves Plant
Goindwal Sahib, Tarn Taran
Punjab - 143422

(Name & Address) _____
