



Purchase, Materials Management,
Bharat Heavy Electricals Limited,
Boiler Auxiliares Plant, Ranipet - 632 406, **INDIA.**
(A Government of India Undertaking)
Enquiry Number: 2720078E/21.04.2022

OPEN TENDER CHECKLIST

Sl. No.	Document Name	Vendor Confirmation (Signed copy to be submitted)
01	Annexure A	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
02	Annexure B	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
03	Annexure-C	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
04	Annexure-F	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
05	Annexure-G	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
06	Annexure-H	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
07	Technical Specification	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>



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08	Pre-Qualification Criteria Documents (Technical & Financial)	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
09	Unpriced Bid	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
10	Priced Bid	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
11	Earnest Money Deposit (EMD)	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
12	Integrity Pact	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>



NIT
Annexure-A

Enq No: 2720078E Date: 21.04.2022

BHEL Ranipet Enq for.: **Electrically Heated Solutionising Drop Bottom Furnace** as per BHEL Specification.

Sub: DESIGN, MANUFACTURE, SUPPLY AND ERECTION & COMMISSIONING OF ELECTRICALLY HEATED SOLUTIONISING DROP BOTTOM FURNACE AS PER BHEL TECHNICAL SPECIFICATION

Sl no	Material Code	Item Description	Quantity (No)	Quoted/ Not Quoted
1	CA8367420002	Design, Manufacture and Supply of Electrically Heated Solutionising Drop Bottom Furnace as per technical specification	01	
2	CA8367280014	Erection & Commissioning of Electrically Heated Solutionising Drop Bottom Furnace as per technical specification	01	

List of documents to be attached (signed stamped copy):

1. NIT and Tech spec
2. Filled in annexures of Technical Specification
3. Filled-in Make in India declaration on Letter head (format attached), For Indian bidder only
5. Udyam portal registration copy if MSE bidder, if applicable, otherwise treated as Non-MSE
6. PQR-Technical documents
7. PQR-Financial documents
8. Filled in Annexure C-Commercial terms and conditions
9. Format of Integrity pact, CEBG, PBG, Annexure G, Conciliation Scheme, & Annexure B
10. Filled in Annexure-F, if applicable
11. EMD payment copy.

For any query: Kindly provide the "Enq 2720078E -- ELECTRICALLY HEATED SOLUTIONISING DROP BOTTOM FURNACE" in the subject of mail.



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BIDDERS SHALL CAREFULLY READ ALL THE ANNEXURES / NOTES/ INSTRUCTION/ TECHNICAL SPECIFICATION AND SHALL QUOTE THEIR BEST COMPETITIVE PRICE.

Important Instruction to Bidders:

1. Both items viz. Supply and E&C will be procured from a single vendor only. Hence please quote for both the items. Incomplete offers will be rejected.
2. Vendors shall go through the “Pre-Qualification Requirement” along with Technical Specification. Offers received without this PQR may be rejected.
3. Price bid opening will be considered subject to techno commercial confirmation and acceptance by BHEL, Ranipet.
4. Price Bid opening will be done through Reverse Auction method (English method).
5. The estimated E&C value is (10%) of the Basic cost of the System if not specified otherwise.
6. In case where quoted value is less than the value (10%) specified herein or separate values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated herein (10%) and accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per the payment procedure mentioned in “Standard Commercial Terms & Conditions”.
7. Tenderers will have to submit Earnest Money Deposit (EMD) for **Rs. 2,00,000/- (Rupees Two Lakh only)**. This EMD is to be submitted in the form of Demand Draft in favour of “BHARAT HEAVY ELECTRICALS LIMITED, RANIPET” payable at Ranipet. E-payment may be accepted by bidder to the BHEL account.
8. This enquiry is of 02 part bid basis. Supplier must upload two e-envelope in NIC portal.
E-envelope—Cover I (All Technical & commercial Documents)
E-envelope---Cover II (Price details only i.e BOQ documents)



ANNEXURE –B
GENERAL TERMS & CONDITIONS
(FOR GUIDANCE TO THE SUPPLIERS)

A] Submission of Offer

a) Invitation for bid

Tenders are invited through electronic mode from eligible suppliers in case of open tenders and from suppliers to whom the enquiry is addressed in case of Limited / Single Tender.

The offers shall be posted into the system before the date and time specified in the tender.

The offer shall be sent on ~~single part~~ // ~~two part~~ // ~~three part~~ basis as specified in the main tender document.

Bids shall be submitted through BHEL's e-procurement portal developed by NIC (<https://eprocurebhel.co.in/>) only.

In case of any difficulty faced while registering on **BHEL's e-Procurement portal** developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.

To participate in a tender, you need to login to the portal. You must be an approved registered user. If you are not a registered user, you can register yourself by clicking upon the "Register" link. You need to have a valid login id and password to login to the portal. Enter your login id, password and click on Login button after Login, you need to select your digital signing and encryption certificates certificate.

Typical documents that would be required as part of tender submission would be

- a) **Complete technical Offer** with details, catalogues, as applicable.
- b) **Un-priced bid** (i.e. Bid without the Price) as per given format, if any.
- c) **Filled-in BHEL's Standard Terms & Conditions and other** as per Annexure(s) enclosed with the Tender Document,
- d) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and
- e) **Supporting documents** to substantiate equivalent material specifications / sections, where quoted for.
- f) Where asked for, **Client list** with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar items are supplied in the past two years. The date of supply may also be indicated, against each client.
- g) Suppliers can also upload their credentials by way of submission of Performance certificate/s issued by their customer/s detailing the quantity supplied and specification along with the un-priced PO copies and proof of supply along with the offer. Dun & Bradstreet (D&B) reports shall be submitted by all non-Indian bidders towards the financial credentials.

Technical acceptance of offer by BHEL shall be based on the evaluation of offer and the submitted documents.



h) **Bidders who are not already registered with BHEL Ranipet** are requested to submit the Supplier Registration Form (SRF) online (<http://supplier.bhel.in/>) for evaluating and registering as an approved vendor. The Supplier Development Cell (SDC) of BHEL, Ranipet would process the SRF for evaluation / registering the Supplier. Don't send hardcopies of SRF to BHEL-Ranipet, **only** online submission is accepted. This registration process is a separate / parallel activity and do not mix-up with submission offers.

Note

- (i) The materials offered, shall conform to the specification and scope attached in the tender.
- (ii) In case the offered materials are not conforming to the Enquiry Material Specification, such offers would not be considered for evaluation and would be rejected.

Where equivalent specifications are offered, considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.

- (iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers (as appearing in the online template).

Offer/s from within India shall be submitted along with the applicable HS Number and the applicable Goods & services Tax (GST) for each quoted item, failing which the purchaser will not be liable for payment of such taxes and duties. BHEL Ranipet GST No: **33AAACB4146P2ZL**.

- (iv) The un-priced bid shall be used to indicate relevant commercial terms such as scope of freight and insurance, applicability of duties and taxes etc. All Commercial terms are to be indicated clearly in the offer.
- (vi) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.
- (vii) Money values other than for those items appearing in the un-priced bid template shall not be indicated anywhere in the un-priced bid.
- (viii) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days.
- (x) **Offers sent by FAX / E-mail:** would not be entertained.
- (xi) 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.
- (xii) Registration process for items required by BHEL is always open at <https://supplier.bhel.in>. Prospective suppliers (including MSEs & owned by SCs/STs) may visit this site and apply for registration in the respective Unit.

Price Bid in conformance with the specification and terms as given in the Un-Priced bid document.

Caution on submission of price bids thru EPS:

The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier



while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.

Foreign / Overseas suppliers are hereby informed that offers with differential currencies are not permitted for a given tender document.

Note

- (i) The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).
- (ii) Unless otherwise specified, No Price Variation Clause will be entertained and No advance payment will be made by BHEL.
- (iii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.
- (iv) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.
- (v) The quotation should be valid at least for a period of 120 days from the tender opening date.
- (vi) Indian bidders should submit the prices in Indian Rupees only.
- (vii) Foreign bidders may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided in the financial bid.
- (x) Indian Suppliers shall quote on FOR Destination basis only. Destination is BHEL, Ranipet Stores or BHEL Project Site as specified in the tender commercial terms. Foreign Suppliers shall quote on CFR Chennai Seaport Delivery and Insurance will be in BHEL's scope. No other delivery terms shall be acceptable. Shipment shall be arranged by the Seller on *Liner in / Liner out basis*. As per Government of India guidelines, BHEL Ranipet being a Government of India Undertaking the Bill of Lading shall be made with the Shipper as "Government of India". This shall be specifically confirmed by the Bidder.
Note: Wherever offers received from Indian and foreign bidders, price comparison shall be made "FOR destination basis" only, along with suitable loading as per the commercial terms and conditions.
- (xi) Where the cargo is containerized, Container washing charges, stuffing charges and / or any other such charges would be to the account of the supplier, where the containers are to be stuffed at the works of the supplier.

B] Opening of Offers

- a) **Tenders can be submitted up to 1400 Hours on tender opening due date. Part I will be opened on the same day at 1430 Hours. Results of the tender opening will be available for viewing for upto 7 days from the date of opening.**
- b) **Requests by Bidders for extension of due date will not be entertained by BHEL.**
- c) Price Bid opening will be done through e-mode / Reverse Auction method (English method) which will be decided after techno-commercial bid evaluation is completed. All tenderers would have to specifically give their acceptance for this in their bid/s.

Note

- (i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only, failing which offer may be liable for rejection.



(ii) In exceptional circumstances, at its option, BHEL may consider extending the due date/s for the tender openings for reasons such as (but not limited to) paucity of offers etc. However, sufficient notice would be given by BHEL for such extension.

(iii) Deviations shall be summarized and provided in a “Deviation Statement”, listing the points and the deviation against each point.

(iv) BHEL reserves the right to increase or decrease the tendered quantity and to order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be as specified in the tender terms.

If not explicitly specified, BHEL reserves the right to split the quantity of the enquiry as follows: 70% quantity being ordered on the original lowest bidder (L1) and balance 30% on the next higher bidder/s excluding H1, who accepts the L1 price. However, the final decision to split the order rests with BHEL only.

In the event that the other than L1 suppliers do not accept the L1 price, then the balance will be reverted to the original L1 and the original L1 shall be bound to accept the balance of the enquiry quantity kept reserved for order splitting. This decision would be given by BHEL within 60 days of the price bid opening.

Notwithstanding the quantum of split that may be indicated in the main body of the enquiry, bidders are advised to note that the splitting of the orders will be decided by BHEL after the evaluation of the techno-commercial and price bids.

(v) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item. Suppliers are to note that the evaluation unless otherwise specified will be on item level and not for the tendered items as a whole.

C] Evaluation of Offers

Note: The evaluation currency for this tender shall be INR.

a) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.

b) Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.

d) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.



- e) For evaluating the overseas offers, CFR Chennai Sea Port price quoted will be taken into account. The cost to BHEL will be arrived at by loading the applicable customs duty, insurance charges, inland transportation charges to BHEL stores and LC charges etc.,
- f) Deleted. Intentionally this clause is left blank.
- g) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.
- h) BHEL reserves the right to reject an offer due to unsatisfactory performance during tender finalisation / execution of a contract at any of BHEL projects / units in the past or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.
- i) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.
- j) For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the TT Selling rate of State Bank of India (SBI) prevailing on the date of opening of Techno-Commercial / Unpriced bids. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken. This exchange rate will be followed till placement of order. Tenderers may please note that even if an impact price is taken as in (d) for purpose of price evaluation and arriving at the rank; the exchange rate will be taken as explained above.
- k) Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors.
- l) BHEL reserves the right to conduct negotiations on the “Price” and “Other Commercial Terms and Conditions” with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.
- m) Bidders are required to confirm in writing in their techno-commercial document that other than themselves (the bidder) none of its group companies, concerns or affiliates etc., are participating in the tender either directly or indirectly or through any other agency under the same proprietor / common partner(s)/ common Directors. If during the evaluation of the bids it is found that the bidder has submitted the offer in violation of this condition, then all the offers received from the group companies would stand rejected. If such relationship is found at a later date where the Purchase Order has been issued, then BHEL would cancel the Purchase Order and initiate suitable action/s under the contract/s including but not limited to invoking the Risk Purchase clause of the order and other applicable legal provisions / guidelines of BHEL including guidelines on suspension of business dealings. (Please see clause L sub-clause c).
- n) For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after 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.



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 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

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

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

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

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

Kindly refer to Make in India format (MII form 1 &2), shall be submitted by all the Indian bidder and MII form 2 alone shall be submitted to all non-Indian bidders

D] Execution of the Order

a) BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order. In the case of inspection being carried out by a third party inspector (TPI) as per the extant practice, the TPI would forward the Inspection Report (IR) along with Test Certificates and other related documents to the Quality Assurance (QA) Department of BHEL. The QA department after scrutinising the report/s submitted by the TPI would issue the Material Dispatch Clearance Certificate (MDCC). Suppliers are hereby informed that materials should be dispatched only after getting the MDCC, failing which the materials may be rejected on receipt at BHEL Stores.

b) In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.

c) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected and the items as per specification shall be dispatched on or before the contract delivery date after getting the MDCC. d) The final inspection for acceptance will, however be carried out at BHEL's works at Ranipet.

e) The contract delivery due date is the date of receipt at BHEL Stores for suppliers in India, applicable in the case of FOR Destination Contracts.

In the case of CFR contracts with overseas suppliers, the B/L date shall be taken as the Contract Delivery Date

f) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only.

g) The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards and as per BHEL TDC.

h) Foreign suppliers shall dispatch on CFR agreed Sea-Port basis, according to the contract conditions. Indian suppliers shall dispatch on free delivery (door-delivery) at BHEL stores basis only. Unloading the materials at BHEL Stores would be to the account of BHEL only.



i) In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.

k) Terms of payment:

Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:

- (a) Marginal Cost of Funds based Lending Rate (MCLR) of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder.
- (b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.

For Indigenous Suppliers: In case of direct payment, 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 3 months beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

Terms of Payment for Foreign Offers:--Total supplies are to be from Foreign Source. payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc. as envisaged in PO. The L/C shall be opened by BHEL as per following:

- (i) Within 30 Days of receipt of CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%).

Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24 % to 80% of the Supply value of PO.

The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.

15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO.



The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period. This L/C can be negotiated after:

- (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and
- (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 3 months beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor

I) NOTE:

Where the destination specified is other than BHEL Stores Ranipet, for claiming payment, Supplier has to submit proof of receipt of the materials at the destination by furnishing a copy of the acknowledged despatch document (LR/RR/Courier receipt etc.) .

If the Bidder is bidding for the first time and wants to be considered as an MSE then, the Bidder shall submit document evidencing that they are an MSE along with a certificate from a Chartered Accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or upload it as a part of the tender document in the e-procurement portal. Where the document is submitted electronically a hard copy shall invariably be sent within a reasonable period (not exceeding 30 days) from the bid opening date for the purpose of BHEL's records. If the hard copy is not received within this specified time, then the supplier would be treated as a non-MSE. BHEL will not be responsible for any postal / courier / delivery delays.

For approved vendors the status as on the date of the bid opening as available with BHEL Ranipet's records shall be used for reckoning the status of the Bidder as an MSE or otherwise.

Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise. Documents submitted after Bid-opening will not be considered in this tender. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

For approved suppliers, in case of any change in the MSE status, 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, Ranipet 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. Similarly, if a supplier claims MSE status after the Part I bid opening, then the same would not be considered in the tender.

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 the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

Other concessions for MSEs / Reserved sectors (Also for women owned MSEs and MSEs owned by SC/STs)



In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006 and any other benefits / concessions that may be announced by the Government of India from time to time. However, such concessions as applicable at the time of tender opening alone will be applicable. Any concessions advised after tender opening will not be considered for the current tender.

Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening shall apply as a part of this tender conditions.

m) Any incidence of tax like Income tax, Goods & Services Tax (GST) and Withholding any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source) would be given. This is subject to the supplier fulfilling the necessary documentation as specified by the Government of India. (e.g. Tax Residency Certificate, PAN Number etc.)

n) The Guarantee period shall start from the “Date of receipt and acceptance of the materials at BHEL Stores.”

E] Liquidated Damages Clause:

Since the tender is floated for total system consisting of supply and E &C of **ELECTRICALLY HEATED SOLUTIONISING DROP BOTTOM FURNACE**, LD shall be applicable for as below:- Levy of LD will be without prejudice to any other relief /compensation available to BHEL, Ranipet under any other condition of the contract/applicable legal provisions..

"Penalty: For the purpose of penalty for delay in E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.

"The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

"Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.

The contract delivery date for purpose of L.D is the date of receipt at BHEL Stores for suppliers in India for F.O.R. Destination Contract and the date of dispatch clearance given by BHEL for overseas suppliers.

Indigenous: For “FOR Delivery terms”, Date of receipt of material will be taken for LD calculation. Import: For CFR terms, BL date will be considered for LD calculation. Supplier shall deduct the applicable LD from the first payment when raising the claim for the same. It is taken by BHEL that Foreign Suppliers have confirmed their acceptance to BHEL for opening the LC for value which is the value of the order reduced by the applicable LD.

In the event that a Supplier does not accept the LD condition above, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.

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



F) Miscellaneous

i) Role of Principals and Agents:

BHEL will deal directly with indigenous manufacturers only.

BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.

BHEL will not enter into any correspondence with an Indian Agent.

The Indian Agent will not be extended the privilege given to the principals, such as that of attending the tender openings, attending technical discussions, commercial discussions or price negotiations and such like.

In case, in spite of the above, a foreign principal insists on engaging an Indian Agent, It is made clear by BHEL that:

It is the sole responsibility of the foreign principal to ensure the Agent does not represent any other foreign principal in a given tender.

An undertaking to this effect shall be given by the foreign principal that his / her Agent does not represent any other foreign principal in the tender. This document shall form a part of the techno-commercial offer.

A Principal shall authorise only one Agent to quote against each BHEL's tender. In the event a Principal authorises more than one agent to quote against a BHEL's tender, then all such offers will be rejected by BHEL in that tender. Principals are also advised to include BHEL's tender Number / Reference in their authorisation issued to the Agent.

If at any stage of the tender, BHEL finds that an Indian Agent has represented more than one foreign principal, all such offers of and all the foreign principals would be disqualified summarily in the tender inquiry.

BHEL will only give an intimation of notice of the disqualification. No correspondence would be entertained by BHEL, on their decision. Such decision of BHEL shall be irrevocable, firm and final and shall be binding on the tenderer.

BHEL, due to business reasons would ban / would have banned Indian agents from dealing with BHEL.

Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM.

Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.

In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk.

BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.

In the event of the foreign principal engaging an Indian Agent:



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- a) **The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno commercial bid.**
- b) The Supplier shall furnish original authorization letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent.
- c) **Indian Agent & Agency commission:** An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The CFR price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory receipt & acceptance of the materials. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken and
- d) For all discussions, technical clarification and negotiations etc. only the principal would be authorized for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and would not be normally allowed to participate.

ii) Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance).

- a) Unconfirmed irrevocable Letter of Credit at Sight only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL. Also L.C will be opened in Lots in line with the staggered delivery.
- b) All Bank charges outside India are to the Supplier's account and within India to BHEL's account.
- c) In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier.

iii) Other terms & conditions for letter of credit: - Documents for negotiation

- a) Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the import Licence No and certifying goods evidencing shipment of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.) b) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce.
- c) One set of Original and two sets of Non-negotiable copies of 'signed', 'unmarked', 'clean on board' Ocean Bill of Lading, showing Shipper as "Government of India" Account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, Ranipet as consignee (The opening bank should not be notified as consignee), marked freight payable / prepaid at destination.
- d) Packing list in 4 copies in English, indicating Size wise Number of bundles / pieces shipped and weight.
- e) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order Number & date; (b) Bill of Lading Number & date (c) Name of vessel; (d) Port of Loading; (e) Number of bundles / pieces and weight; (f) Invoice Number, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 2 working days of shipment.
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f) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with:

1] Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, Rattha Tek Tower, 4th Floor, No.11 Rajiv Gandhi Salai (OMR), Okkiyam, Thorapakkam, Chennai-600097. India. (Phone: +91-24330931, 24330253; e-mail: vels@bhel.in & rbmaha@bhel.in)

2] Beneficiary to courier at his cost 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.

3] Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.

4] Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority

5) The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and

6) Copy of Dispatch Clearance / Instruction issued by BHEL.

iv) Documents to be sent directly to the Purchaser prior to shipment

a) Manufacturer's Original Internal Inspection / Test certificate in triplicate.

b) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to dispatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorized by BHEL and

c) Any other documentation as specified in the Purchase Order.

v) Conditions for transportation:

a) All shipping documents shall show the Purchase Order Number & Date, Import Licence Number & Date, and Letter of Credit Number & Date. b) Transshipment is to be avoided.

c) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck.

d) A transport document which is produced or appearing to have been produced by reprographic, automated or computerized systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed.

e) The transport document must contain all the conditions of carriage on the original document.

f) The transport document must not indicate the place of destination as being different from the port of discharge.

g) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.

h) The transport document must be issued by the carrier or his agent and not by any freight forwarder.



- i) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable.
- j) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Credit.
- l) Indian suppliers shall dispatch the materials on freight prepaid and on door-delivery basis (FOR Destination – Destination: BHEL Stores) and
- m) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a “Surrender Bill of Lading”. Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.

G) Reverse auction (RA) / on-line bidding on internet:

1. Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following clause:
“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.”
 2. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for “Suspension of Business Dealings with Suppliers/ Contractors (as available on www.bhel.com).”
 3. The philosophy followed for reverse auction shall be English Reverse (No ties).
 4. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
 5. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
 6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
 7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
 8. Bidders have to fax the Compliance form (Annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
 9. Reverse auction will be conducted on scheduled date & time.
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Note: Decision to go for RA or not will be on case to case basis and shall be in line with the NIT conditions.

1. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
2. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, to the Service provider within two working days of Auction without fail.
3. Bidders are required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
4. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
5. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
6. The calculation sheet e.g. excel sheet (which will help to arrive at ‘Total Cost to BHEL’) will be communicated to respective bidders of RA by BHEL. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Goods & Services Tax (GST) and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.]
7. This calculation sheet will be finalized based on the evaluation criteria specified in the NIT.
8. Suppliers are required to submit their best price bid in a separate sealed cover along with techno commercial bid. After evaluation of Techno-Commercial Bids:
 - a) In case BHEL decides not to conduct RA, the envelope (sealed electronic price bid) sealed price bids of all techno-commercially qualified bidders, along with price impact, if any, would be opened and processed as per extant the internal Purchase/ Works Policy as applicable to BHEL.
 - b) In case BHEL decides to conduct RA, business rules of RA will be sent to service provider. (See Annexure for Model General Business Rules of RA.)
09. Generally the start price for the RA would be L1 of e-bid/ sealed envelope price bids.

Note: Wherever more than one lowest online sealed bids are identical, the start price, would be that price arrived by reducing the lowest online sealed bid by maximum of one decrement.
10. The start price & bid decrement will be decided by RA committee of BHEL and the same would be communicated to the service provider, to start the bidding process.
11. Only those bidders who have submitted the ‘Process compliance form’ duly signed and within the scheduled time would be eligible to participate further in RA process.



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12. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.
 13. In case multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP- M11 Order 2017) shall be removed provided two bidders remain in fray, else no H1 removal.
 14. If the lowest sealed envelope (eps) price bids is the starting price, then the lowest bidder in sealed envelope (eps) price bids shall be shown as current L1 automatically by the system. System would have the provision to indicate this bid as current L1 for further bidding.
 15. If the start price is lower than the lowest sealed envelope (eps) price bids, on acceptance of such start price by any bidder, this bid would be indicated as current L1 for further bidding.
 16. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder.
 17. All bidders who had given their bids would be able to see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price irrespective of quote received in RA or sealed envelope (eps) price bid.
 18. RA shall be treated as failed in the following scenarios:
 - a) In cases where the start price is one decrement (maximum) lower than the lowest of the online sealed envelope price bid and no bidder accepts the start price.
 - b) In cases where the number of online sealed bids are less than two.Wherever, the evaluation is done for individual line items, RA shall be treated as failed only for those line item(s) for which any of the above a) or b) satisfies.
 19. In cases of failure of RA, retendering shall be resorted to without conducting RA in the subsequent tender
 20. Whenever the evaluation is done on total cost basis, after RA, prices of individual line items shall be reduced on pro-rata basis.
 21. In case of splitting requirement, H1 bidder(s) who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) number of suppliers do not accept the counter offer. However the principle of splitting to N-1 bidder shall be maintained in line with extant Purchase Policy / Work Policy
 22. In case BHEL decides not to go for Reverse Auction for the tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL would be opened as per BHEL's standard practice.
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23. In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) would be treated as sealed envelope price bid.

Note: In order to bring more transparency and to address any queries of Bidders on Reverse Auction, an abridged version of BHEL's "Common Guidelines for conducting Reverse Auction (RA)" has been hosted in BHEL's web site www.bhel.com under the links "Supplier Registration Page" and "Tender Notification". All Bidders are requested to visit the link and familiarize themselves with BHEL's RA procedures and guidelines before submission of their bid/s. Submission of Bid shall mean that the Bidder has read and accepted BHEL's RA procedures and the bid is in agreement with the same.

H] Force Majeure

In the event of Force Majeure:

i. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.

ii. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iii. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

iv. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

I] Cancellation of Order and Risk Purchase Clause:

a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. BHEL reserves the right to initiate the alternate purchase action at the cost and risk of the erring supplier by issue of a simple notice of intention for the alternate purchase action duly sent by any electronic means and / or by a letter. The cancellation of the order would not be a pre-condition for initiation of the alternate purchase action. This remedy would be in addition to the invoking of the CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.

b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.



c. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:

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

J] Contract Execution Bank Guarantee:

To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG). The format of the CEBG is a part of this enquiry. The format may be downloaded and necessary stamping may be obtained from the Banker towards submission of the CEBG. The indigenous suppliers have to provide the CEBG from any one of the Nationalized Banks, listed in the annexure to these terms. Overseas suppliers can submit the CEBG from any of the reputed International / National Bankers. However the CEBG is to be confirmed by any of the Bankers listed by us. In the event of failure by the Supplier to execute the contract either fully or partially, BHEL would encash the entire CEBG. The CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months on the last specified delivery date. In the event of the failure of delivery BHEL would proceed with encashing the CEBG without reference to the Supplier. In the event of BHEL granting extension of the delivery dates, then the CEBG validity shall also be got extended by the Supplier to the extent of the extended delivery times together with the claim period as specified elsewhere. **The CEBG shall be for a value of 10% of the Purchase order.**

Suppliers who are all already registered with BHEL and having a vendor performance rating of A or A+ grade would be exempted from submission of CEBG.

Performance Bank Guarantee

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. Overseas suppliers can submit the PBG from any of the reputed International / National Bankers. However the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG. **The PBG shall be for a value of 10% of the Purchase order.**

The supplier/s have to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

K] Post-order submission of documents for approval

In the event of the release of Letter of Intent (LoI) / Purchase order/s (PO) against this tender, Bidders have to submit the applicable documents as called for in the tender / LoI / PO/s, such as drawings, data sheets, design calculations etc. These documents for approval have to be submitted within the agreed timelines between BHEL and Bidder. Normally the time period for submission for approval is 15 days from the date of receipt of the LoI / PO by the supplier. The actual time period within which the documents have to be submitted for approval would be specified in the LoI / PO.



Such documents would be subjected to evaluation and approval by BHEL and / or by BHEL's customer / Consultant / Customer's Consultant. Bidders have to give their specific acceptance for this.

After approval of such documents and after getting clearance from BHEL, only the items ordered can be taken up for manufacture.

Any changes required by BHEL / Customer etc. in the documents submitted for approval shall be incorporated by the Bidder and no extra cost would be payable by BHEL for such changes.

In the event that the Bidder does not carry out the required corrections, then the LoI / PO would be liable for cancellation by BHEL and BHEL would resort to alternate purchase action at the risk and cost of the Bidder under the Risk Purchase Condition of the Purchase Order.

Note: After receiving the LoI / PO, supplier shall also forward the acknowledgement / acceptance of the LoI / PO by signing and returning the second copy of the LoI / PO as the token of acceptance.

L] Others

a) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is the tender issuing officer.

b) Alterations to the conditions of the Tender can be done only by the authorized officer, at any time before the date and time of tender opening and would be duly communicated through a corrigendum. c)

Suspension of Business dealings with Suppliers:

(i) Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and accepted the above said policy.

ii) Treatment of Banned / Under-performing Vendors:

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of 'C' or below, then offer given by such parties will not be considered for ordering in this tender. If any of the Bidders have unexecuted order/s with BHEL and if in such orders, the deliveries have been delayed beyond a reasonable period (say 30 days of agreed delivery period), the offer of such Bidders will also be liable for rejection.

Offers of such of those bidders against whom action for suspension of business dealings has been initiated by BHEL, Ranipet or any other Units/Division of BHEL will also not be considered in this tender.

d) Fraud Prevention Policy:

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.

e) **Applicability of Integrity Pact:-**

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. A panel of Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.No	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

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

Note:

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

For all clarifications/ issues related to the tender, please contact:

Name: (1) (2)

Dep't: Address:
.....

Phone:(Landline/Mobile) (1) (2)

Email:

Fax:

Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 02 Crores.

Copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers.



f) If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.

g) The laws governing this transaction shall be the laws in India.

h) Wherever not specified, Inco terms 2010 shall be used to interpret the Commercial terms and conditions and

i) In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the “Rule of Arbitration” of the Indian Council of Arbitration.

The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.

M. Conditions for rejection of offers:

Following is the list of situations which would lead to rejection of offer/s.

This list is not exhaustive but only indicative.

BHEL reserve the right to reject one or all offers without assigning any reason. The decision of BHEL will be final in this regard.

- 1. If the offer fails to meet the technical requirements/specifications of the tendered item/s.*
- 2. If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, Risk Purchase, cancellation clause etc., including the load factors specified in the tender.*
- 3. If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries within 3 working days unless otherwise agreed to in writing by BHEL for period beyond 3 days. If supplier fails to respond within 3 working days or maximum 2 working days on a reminder thereon, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder.*
- 4. If any of the conditions listed below are applicable to the bidder, the offer is liable to be rejected:*

If any

- Debt recovery / Winding up Proceedings are initiated against the Company in Courts / Debt Recovery Tribunals (DRTs),
- Proceedings are there against the Company in National Company Law Tribunal (NCLT) with respect to Insolvency and Bankruptcy Code (IBC) or otherwise,
- Any proceedings are there against the Company under the “Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act,
- Any restructuring proceedings are underway for the Company under Corporate Debt Restructuring (CDR), Strategic Debt Restructuring (SDR) or otherwise,
- Divestment / demerger proceedings are underway for the Company under the Companies Act.
- If action under guidelines of suspension of business dealings (Ref AA/MM/SB/01 Rev 02 dt 22.07.2016) and its latest revisions has been initiated against the company/bidder.



5. *Failure to sign & accept the Integrity Pact (where applicable). Bidders are hereby informed that the contents of the Integrity Pact are firm and fixed and cannot be changed.*

The above list is not exhaustive but is indicative only.

N. Special Note:

BHEL is a Government of India Undertaking. Its procurement practices are governed by the (Internal) Purchase Policy issued by the management of the company and as per Annexure B applicable at the time of finalising the order against this tender.

O. JURISDICTION AND GOVERNING LAWS:

The Contract shall be governed by and be construed as per provisions of the laws of India and amendments thereon if any.. Subject to Clause hereinabove regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located i.e. Ranipet, which shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

P. RESOLUTION OF DISPUTES:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/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.

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

Notes:

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

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 Annexure to this GCC.

The Annexure together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

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.

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

Subject as aforesaid, the provision 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.

The seat of arbitration shall be Ranipet, Tamil Nadu, India.



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

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

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor 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.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.

Q. NO INTEREST PAYABLE TO CONTRACTOR:

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

R. Earnest Money Deposit: --- Tenderers will have to submit Earnest Money Deposit (EMD) for **Rs. 2,00,000/- (Rupees Two Lakh only)**. This EMD is to be submitted in the form of Demand Draft in favour of "BHARAT HEAVY ELECTRICALS LIMITED, RANIPET" payable at Ranipet. **E-payment may be accepted by bidder to the BHEL account as follows;**

NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT NO	10664849171
MICR CODE	632002003
IFSC CODE	SBIN007013
SWIFT CODE	SBININBB450

Non submission of EMD along with the offer will lead to rejection of offer. EMD may be waived for Micro and Small Enterprises on request provided they submit notarized copies of **Udyam Aadhar** in their Techno-commercial bid.

Note:

- EMD by the Tenderer will be forfeited if, the successful bidder / vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms & conditions within the validity period.



-
- ii. EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI / PO by successful tenderer. The EMD of the successful bidder will be returned after submission of Contract Execution Bank Guarantee (CEBG) if applicable / Performance Bank Guarantee (PBG).

EMD shall not carry any interest.

S. Other points of Tender

- (i) The price break-up should be in line with technical specification / scope of the tender. (All charges like Cost of basic machine, accessories, spares, packing charges, forwarding charges, training, installation, erection and commissioning charges shall be shown Separately). Under no circumstances Erection & Commissioning charges shall be included in supply.
- (ii) Additional Charges such as packing and forwarding (P&F) may be quoted either on lump sum basis or as a percentage of the basic cost of the machine.
- (iii) Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, and training to operators etc. The E&C value shall be quoted separately by the bidders.
- (iv) Charges for Erection & Commissioning (E&C) may preferably be given on lump-sum basis, clearly indicating the number of working / calendar days for which the charges are applicable. It should be noted by Supplier that Service Tax / Income Tax as levied by the Government of India is deductible from the E&C Charges. The Certificate of Income Tax deduction at source would be furnished by BHEL.
- (v) Where applicable, the charges for erection and commissioning, or for any such service, which involves deputation of experts / engineers from the Supplier, *per-item* rates are also to be furnished.
- (vi) The estimated E&C value is (10%) of the Basic cost of the System if not specified otherwise.
- (vii) In case where quoted value is less than the value (10%) specified herein or separate values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated herein (10%) and accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per the payment procedure mentioned in "Standard Commercial Terms & Conditions".



ANNEXURE

Model General Business Rules for Reverse Auction

This has reference to tender no {tender number....date...}. BHEL shall finalise the Rates for the supply of {item name} through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Online Reverse Auction: The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- ii. If BHEL decides the lowest online sealed envelope price bid as the starting price, then the lowest bidder in online sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1. iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
- iii. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

2. Schedule for Reverse Auction: The Reverse Auction is tentatively scheduled on {date}:

And the duration of Reverse Auction will be {...} minutes. All bidders to submit their bids during this period.

-

- Online Reverse Auction:-

- {Start Time:
- Close Time:}

3. Auction extension time:

If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, GST, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).



5. Bidding currency and unit of measurement:

Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. Validity of bids: Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

7. Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

8. Bidders shall be assigned a **Unique User Name & Password** by M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders 'company.

9. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.

11. Computerized reverse auction shall be conducted by BHEL (through M/s. {Service Provider}), on pre specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained. Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.



12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc. from M/s. {Service provider}.

14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.

16. Any variation between the final bid value and that in the confirmatory signed price breakup

Document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry

No. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

a. Leading (Running Lowest) Bid in the Auction (only total price of package). b.

Bid Placed by the bidder.

c. Start Price.

d. Decrement value.

e. Rank of their own bid during bidding as well as at the close of auction



19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
 20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
 21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
 22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
 23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. *{Service provider}*, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time..
 24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.
-



RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)

To
- M/s. Service provider
- Postal address

CC: M/s BHEL

BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632406
TAMILNADU
INDIA.

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs. { _____ in value & in words _____ } for item(s) covered under tender enquiry No. {...} dt. {...}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, freight and insurance charges up to {.....}}
District, {.....} State and Type Test Charges etc., [exclusive of Goods & Services tax (GST)],
other as
per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of { ___ in nos. & in words ___ } days.

The price break-up including that of line items is as given below.

Total =====
- Rs.in value & in words
=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely, For

Name:

Company:

Date:

Seal:



Make in India form-I (To be submitted In the company letter head by Indian supplier only)**

Declaration of Local Content by Local supplier

Subject: Public Procurement (Preference to Make In India)

References:

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

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

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

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

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

We hereby declare with reference to above subject and references that

M/s ----- (Tick whichever is applicable as below)

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

(or)

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

(or)

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

Please mention the details against the following:

Enquiry no:----- dated. -----

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

Product:-----

Project:.....

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

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

Authorized Signature M/s-----
(Signature and seal)

Place:.....

Date:.....



Make in India form-II

**** (To be submitted In the company letter head by all supplier) ****

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

References:

<https://doe.gov.in/sites/default/files/OM%20dated%202023.07.2020.pdf>

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20NO%201%20dated%202023%20July%202020.pdf>

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

From.

M/s _____

Address: _____

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

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



7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

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

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

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

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

Dated: _____

Authorised Sign and stamp_____



Annexure - C to Tender 2720078E/OT/AIM/06 Rev. 00
STANDARD COMMERCIAL TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT
[FORMAT TO BE FILLED-UP BY THE SUPPLIER]
ELECTRICALLY HEATED SOLUTIONISING DROP BOTTOM FURNACE

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation
01	Price: Supplier shall quote on " FIRM PRICE " basis only. No price variation clause will be entertained.	Vendor to confirm	
02	Terms of Delivery:		
(a)	Indigenous Supplies : FOR - Destination means FOR - BHEL Stores, Ranipet [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices.	Vendor to confirm	
(b)	Foreign Supplies : CFR - Chennai Port basis inclusive of SEA / AIR-worthy packing and inclusive of all charges till Chennai Port. Port of Loading should be indicated in Techno-Commercial offer. No other delivery term is acceptable.	Vendor to confirm	
(c)	For foreign bidder from land/border sharing countries with India: DPIIT (Department for Promotion of Industry and Internal Trade), Govt of India approval is must to submit along with the bid, failing which, offer will be rejected. Bidder having Manufacturing plant or OEM/collaborators/ technical support offices in the countries sharing land/border with INDIA, falls under this category. For details, kindly refer form 2 of Make in India.		
03	Time Period for 'Supply' and 'E&C' : To be indicated in months from date of PO. Bidder should quote time period separately for 'Supply' and 'E&C'. The bidders should quote their earliest schedule for Supply and E&C against the schedule indicated in the NIT. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule. Delivery period shall not be more than 12 months from date of PO(including transit time). No drawing approval will be required for machine manufacturing. Foundation drg to be submitted as per point 12.1 of tech spec. Time for drawing submission is 30 days from date of PO. Abnormal delayed delivery quote is liable for rejection. Duration of Erection and commissioning (E&C) shall be 02 months from the date of readiness of site. Intimation of site readiness will be given by BHEL two weeks in advance.	Vendor to confirm	
05	Penalty: For the purpose of penalty for delay in E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.	Vendor to confirm	
	The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).	Vendor to confirm	
	The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).	Vendor to confirm	
	Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	Vendor to confirm	
	In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.	Vendor to confirm	
	Loading Factor for non-acceptance of Penalty Clause: In case any bidder is not accepting the above penalty for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example : If the Supplier has accepted for maximum 10% penalty clause, then balance 5% will be loaded for evaluating lowest bidder.	Vendor to confirm	



Annexure - C to Tender 2720078E/OT/AIM/06 Rev. 00
STANDARD COMMERCIAL TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT
[FORMAT TO BE FILLED-UP BY THE SUPPLIER]
ELECTRICALLY HEATED SOLUTIONISING DROP BOTTOM FURNACE

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation
06	<p>Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:</p> <p>(a) Marginal Cost of Funds based Lending Rate (MCLR) of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder.</p> <p>(b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.</p>		
(a)	<p>Terms of payment for Indigenous Offer:</p> <p>In case of direct payment, 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 3 months beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.</p>	Vendor to confirm	
(b)	<p>Terms of Payment for Foreign Offers:</p> <p>(i) Total supplies are to be from Foreign Source. payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc. as envisaged in PO. The L/C shall be opened by BHEL as per following:</p> <p>(i) Within 30 Days of receipt of CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24 % to 80% of the Supply value of PO.</p> <p>The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.</p>	Vendor to confirm	
(ii)	<p>15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO.</p> <p>The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period. This L/C can be negotiated after:</p> <p>(a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 3 months beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor.</p>	Vendor to confirm	



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S No.	BHEL Standard Terms	Supplier Confirmation	Deviation
(iii)	Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract. Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.	Vendor to confirm	
07	CEBG: The successful tenderer shall be required to execute within 30 days from the date of PO, a contract execution bank guarantee for 10% (ten percent) of the Contract Price in favour of the BHEL. (Applicable for orders above Rs. 20.00 lakh). The CEBG bank charges shall be borne by vendor. CEBG shall be kept valid until 30 days after the date of E&C certificate. Please note that no deviation is allowed.	Vendor to confirm	
(i)	Performance Bank Guarantee (PBG) from indigenous suppliers shall be in the prescribed form and from the list of bankers, provided by BHEL. The PBG confirmation charges shall be borne by vendor.	Vendor to confirm	
(ii)	Performance Bank Guarantee (PBG) from foreign suppliers should be in the prescribed form from any Bank of international repute. The bank guarantee is to be confirmed by any of the approved Banks of BHEL. The PBG confirmation charges shall be borne by vendor.	Vendor to confirm	
08	Warranty Period: 12 months from the date of acceptance of the machine (date of E&C certificate) as per clause no. 16.0 of Technical Specification.	Vendor to confirm	
09	Performance Bank Guarantee (PBG): The Supplier shall submit a PBG for 10% of the contract value or acceptance for retaining 10% of contract value by BHEL in lieu of PBG valid for Guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee/warranty period. Pls confirm. If not agreed, offer is liable for rejection.	Vendor to confirm	
10	Erection & Commissioning (E & C) Charges: Supplier to specify clearly E & C Charges in their price bid. GST(for indigenous supplier) shall be extra as applicable. Requirement of technical specification needs to be complied with.		
12	Validity: Supplier to mention clearly the validity date of the offer. [Minimum 180 days from tender opening date]	Vendor to confirm	
13	Risk Purchase: Supplier specific confirmation is required for this clause - The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in "Penalty" clause.	Vendor to confirm	
14	Minimum Local (Indian) content declaration in %. Please furnish the local content declaration format and details of location where this value addition has been done. Make sure to attach the filled in signed and stamped format (Make in India Form I and II) on bidder letter head.-Not Applicable for Non-Indian bidder		
15	Margin of purchase preference to make in India shall be 20%-Not Applicable for Non-Indian bidder.		
16	Acceptance to our General Terms & Conditions (Annexure B)		
17	Annexure F - to be filled in by all New Indian vendors and to be uploaded		
18	Annexure G (Frame work Confidentiality agreement) - to be filled in by all New Foreign vendors and to be uploaded		
19	Pointwise conformation/acceptance or comments to our technical specification is must and Each page shall be signed with date BY THE BIDDER and affixed official seal/stamp.-Pls confirm		



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S No.	BHEL Standard Terms	Supplier Confirmation	Deviation
20	Acceptance for submission of signed Integrity Pact as per sample format enclosed. Signed copy to be submitted as a token of acceptance.		
21	Acceptance of BHEL Conciliation scheme as per attached format.		
22	Submission of signed copy of technical specification		
23	It is mandatory to incorporate the following details in the Bill of Lading for Foreign Suppliers: GST Identification No (GSTIN) of importer and Official email id of importer (to be used for correspondence by shipping lines and Customs), Import & export Code (IEC) of importer, (BHEL, Ranipet IEC No: 0588138690/38)		
24	City/Country of dispatch (If country of dispatch/Quote is sharing land/border with India, kindly ensure to submit DPIIT approval, as per Cl 2(c), if bidder is from the land border sharing country with INDIA.		
25	Reverse Auction (R/A) / Bidding through Internet: Supplier confirmation required. Please refer Annexure-B.	Vendor to confirm	
26	Taxes & Duties:		
(i)	HSN Code (08 Digits):-- To be indicated by supplier for each product.	Vendor to confirm in percentage	
(ii)	Goods & Service Tax Identification Number (GSTIN) :-- To be indicated by supplier (Indian Vendors).	Vendor to confirm in percentage	
(iii)	Goods & Service Tax (GST):- Applicable(Indian Vendors) GST (IGST/SGST and CGST/UTGST) for supply to be indicated by supplier in percentage.		
(iv)	Service Accounting Code (SAC):-- To be indicated by supplier (Indian Vendors) for Erection/Commissioning/Installation.		
(v)	Goods & Service Tax (GST):- Applicable GST (IGST/SGST and CGST/UTGST) for Erection/Commissioning or Installation to be indicated by supplier(Indian Vendors) in percentage .		
(vi)	Income Tax: Wherever applicable income tax shall be deducted at source as per the rules and regulations of the Government of India. Necessary Tax Deduction at Source (TDS) certificate will be issued by BHEL for which supplier(applicable for Indigenous and foreign) shall indicate Permanent Account Number (PAN). Income tax is applicable on cost of goods/services given by supplier(applicable for Indigenous and foreign) to BHEL, Ranipet, India.		
27	Test Certificate: To be submitted as per technical specification.	Vendor to confirm	
28	O & M Manual: To be submitted in english language as per the requirement of technical specification.	Vendor to confirm	
29	Training: Supplier's scope, wherever applicable as per the requirement of technical specification.	Vendor to confirm	
30	Pre-Despatch Inspection (PDI): BHEL will have the option to pre-inspect the equipment at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL before despatch. Inspection call for carrying out the inspection shall be given 15 days before for indigenous supplies / 30 days before for foreign supplier from the scheduled contract delivery date.	Vendor to confirm	
31	Email ID & contact number of dealing person. All the clarification will be sent and discussed with this contact only.	Vendor to confirm	
32	Small scale industry(SSi) status. Supplier(only indigenous) has to indicate their SSI status and proof of the same to be attached to avail benefits. Proof:-Udyam Aadhar	Vendor to confirm	
33	For Foreign Offers:		
(i)	Manufacturers' Name and address:		
(ii)	Country of Origin:		
(iii)	Nearest - 1. Seaport; 2. Airport		
(iv)	Approximate weight, cubage of the consignment and number of containers required for shipment.		

NOTE:- If there is any variance in commercial terms in various annexures of this NIT, the terms as indicated in this Annexure C will supersede.
The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above shall take precedence.

Annexure - F**(Applicable to all New vendors)**

(Vendors registered with BHEL, Ranipet and having vendor code need not submit this document.)

Sl.No	Parameters	Supplier Comments with necessary supporting documents
1	Name and Address of the Company	
2	Contact Details of Company: Contact person / Designation / Mobile No / Email ID / Fax No / Phone No etc.,	
3	Is the company already registered with any of the BHEL units? If so details may please be given.	
4	Nature of Business and line of products with respective HSN	
5	Production Capacity per Annum with detailed Manufacturing / Testing Facilities. If required supporting documents shall be uploaded	
6	Report from third party business rating agencies like Dun & Brandstreet (D&B), Credit Reform etc. For any new supplier this document is mandatory and without which submitted offer is liable for rejection.	
7	Experience list / Performance Certificate for Offered / Similar products : Requested to attach list of present customers with name and address with contact details like email, phone and contact person etc., for offered / similar type and size of item and equipment with whom you have continuous business since last three years.	
8	Framework Confidentiality Agreement cum Undertaking to be submitted along with offer.	
9	If Foreign Company/Principal/Mill/Manufacturers refuses to deal directly with BHEL (to be put on record) and insists on availing the services of an Indian Agent, deed of agency agreement between the Foreign Company / Principal / Mill / Manufacturers and Indian agent should necessarily be submitted. If not submitted offer is liable for rejection.	
10	In cases, other than Indian Agents, valid authorisation certificates are to be submitted. If not submitted, offer is liable for rejection.	
11	For a document in language other than English, a self-attested English translated document to be attached	
12	Dealer / Trader / Distributor / Stockist / Channel Partners / Holding Company / Non-Manufacturer needs to submit an Authorization Certificate, clearly indicating the validity period as well as rights granted by respective Foreign Company / Principal / Mill / Manufacturers to them. i.e. to negotiate / quote / supply / after sales service etc.	
13	Quality - Requested to enclose copy of certificate for Quality Management System (QMS) obtained and Table of Contents of quality manual.	
14	If not certified for ISO 9001, requested to enclose copy of Company owned Quality Management System or written down procedure	
15	Banker's Certificate- Requested to enclose banker's certificate certifying credit worthiness.	
16	Copy of Audited Annual Accounts for Last 4 Years- Supporting Documents to be uploaded	

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

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

Framework Confidentiality Agreement cum Undertaking

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

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

And

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

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

RECITALS

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

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

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

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

1. Definitions:

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

- A. “**Contract**” means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. “**Effective Date**” means the date of this Agreement as mentioned in the preamble of this Agreement.

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

of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

- 4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or subcontractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

- 5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.
- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this

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

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

6. Exceptions:

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

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

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

8. Warranties & Undertakings:

a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.

b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.

c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.

d)The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

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

SIGNATURE

WITNESSES

1

Name
Address:

2.

Name:
Address:

Annexure-H*(Applicable only for MSE Suppliers)***Certificate by Chartered Accountant on letter head**

This is to Certify that M/S,
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part-II)
 dtd:....., Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
 Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

Name :

(Signature)

Membership number:

Seal of Chartered Accountant:

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

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:

Sl 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)

Sl 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)</p> <p>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	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	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.

SI 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.



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Boiler Auxiliaries Plant

Ranipet - 632406, INDIA

Technical Specification of Electrically heated Solutionising Drop Bottom Furnace

Ref: BAP:CAPEX: 3.2 Rev.0

Part I :- Scope & Pre-Qualification Criteria

Scope:- Design, Manufacture, Supply, Erection & Commissioning, Performance Prove-Out, Documentation and Performance Guarantee of Electrically heated Solutionising Drop bottom furnace (for Big items) as per BHEL Specification.

Pre Qualification Criteria		Remarks
1	The Bidder must be an OEM, manufacturing the above machines of quoted capacity or higher OR Bidder must be an Authorized representative of OEM in which case the OEM shall furnish the original authorization letter/deed containing the name, contact address, complete postal address, email id of the authorized representative and the validity period of the agreement.	Vendor to confirm
2	The Bidder shall have a minimum of ten years of continuous experience in the field of design, manufacture & supply of Electric Furnaces	Vendor to confirm
3	Only those bidders(OEMs) who have supplied & commissioned at least two similar electrical furnaces in last 10 years of same or higher sizes and capable of achieving accuracies in temperature, and Quench time as specified in Part II shall quote. The machine referred shall be installed in countries other than from where the machine tool was manufactured (<i>Except for Indian Manufacturers having manufacturing facilities available in India</i>). The referred machine shall be presently working satisfactorily for more than two years after commissioning (on the date of opening of Tender). References cited from countries within the war zone shall not be considered.	Vendor to confirm

4	Reference list of global organizations (with postal address, contact person, E-mail ID, contact numbers) to whom similar equipment has been supplied & Installed by the bidder shall be furnished. Performance certificates issued for at least two installations with reputed users of same or similar or higher size machines in past, shall be furnished along with the offer. Such Performance certificates shall be duly signed and stamped by the concerned customer.	Vendor to specify
5	Bidder shall submit the details of all the machines supplied in India and give the details of date & year of supply, date & year of commissioning and status of present working condition. BHEL reserve right to visit the site of installations and verify.	Vendor to confirm
6	If the bidder is from a foreign country, bidder shall have dedicated service center/service partner in India. The service centre shall have been functioning during last 5 years and shall have proven track record of servicing. They shall have trained & experienced service personnel to provide service support. Please give complete details with documentary evidence	Vendor to confirm
7	BHEL reserves the right to verify the information provided by the bidder for all the clauses mentioned above. In case if there is any suppression of facts or the information provided by the bidder is found to be false/incorrect, the offers shall be summarily rejected.	Vendor to confirm
8	All the required documents shall be furnished in English only.	Vendor to confirm
9	Bidder should submit the filled in form as per Annexure F attached.	Vendor to confirm
10	BHEL reserves the right to accept/reject the bids if any of the above details are not submitted.	Vendor to confirm

Part II Technical Specification

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
1.0	Scope	Design, Manufacture, Supply, Erection & Commissioning, Performance Prove-Out, Documentation and Performance Guarantee of electrically heated solutionising Drop bottom furnace (for big items) as per BHEL Specification.	
2.0	FURNACE CONFIGURATION		
	Furnace offered by Bidder should be as per AMS 2750 E Class II and other relevant standard specification.		Vendor to confirm
2.1	Furnace Type	Electrically heated Drop Bottom Furnace with Fixed furnace and moving cart (quenching tank)	Vendor to confirm
2.2	Application	To carry out Solutionising Heat treatment of Aluminium alloy parts	Vendor to confirm

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
2.3	Loading Capacity	Minimum 1500 kg including charge baskets	Vendor to confirm
2.4	Job Details	Various Aluminium alloy components.(Max size of Al sheet= 4500mm x 2900mmx 15mm)	Vendor to confirm
3.0	Furnace & Quenching tank CONSTRUCTIONAL FEATURES		
3.1	Furnace usage	The furnace shall be made enable for continuous operation with repeated heating/soaking/quenching	Vendor to specify
3.2	Charge Temperature	The maximum charge (job) temperature shall be up to 600 deg C. The furnace should be capable of maintaining this temperature as soaking temperature throughout the soaking period for full load.	Vendor to confirm
3.3	Furnace temperature	Vendor to specify the maximum temperature, this furnace can generate.	Vendor to specify
3.4	Rate of Heating	Furnace should be capable of achieving Controlled Rate of heating from 60 deg C/hour to 450 deg C/hour without any issues. However, Vendor to specify minimum and maximum rate of heating achievable by furnace	Vendor to specify
3.5	Soaking Time	User defined as per the heating cycle requirements	Vendor to confirm
3.6	Uniform Soaking temperature	The charge temperature must be uniform during soaking. The maximum variation allowed is ± 5 °C for 600 deg. C cycle. Vendor to specify the mechanism for achieving this uniformity	Vendor to confirm
3.7	Power Rating	Bidder to specify the power rating of the furnace and other associated parts in kW.	Vendor to specify
		Bidder should submit design calculation sheet for the power rating specified above.	Vendor to specify
3.8	Heating Chamber Dimensions	Effective loading area in the chamber should be more than 5 M x 1.4 M x 3 M (LxWxH). It should be enough to accommodate basket in loaded condition with minimum two Aluminium sheets of dimension as Length-4.5M and Width-2.9M and thickness upto 15mm with suitable support for sheet.Suitable clearance should be there from all sides.	Vendor to specify

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
3.9	Basket Dimension	1. Basket should be of suitable size to hold minimum two aluminium sheets of maximum dimension given above.	Vendor to confirm
		2. Basket material should be made of suitable Stainless steel to withstand high temp of furnace at the same time maintaining strength and durability	vendor to specify
		3. Basket should be provided with necessary hook or clamp arrangement to lift and lower it through hoist system.	vendor to specify
		4. Maximum weight of Basket should not exceed 900 kg.	vendor to specify
		5. Vendor to provide atleast one charge basket along with the furnace	vendor to confirm
3.10	Furnace Shell	a. The furnace shall be rigid enough to withstand distortions due to thermal & mechanical stresses.It should be rigid enough to hold other related structures and components and shall have a prolonged life span.	Vendor to specify
		b. Furnace outer shell shall be made of suitable steel plates for structural stability at maximum furnace temperature.Vendor to submit details like material, thickness etc.	Vendor to specify
		c. Proper reinforcements should be provided of suitable dimensions to ensure rigid and sturdy construction.	Vendor to specify
3.11	Quenching tank	1. Vendor to offer suitable size Quench tank to accommodate the size of maximum basket and provide necessary arrangements to take care of maximum temperature rise of quench tank(max 10 deg C) as per AMS standard requirement.	Vendor to specify
		2. Tank should be placed on Cart which is provided with electro mechanical direct drive and wheel block system(Demag or equivalent) to move the cart.	Vendor to specify
		3. Vendor to provide suitable guide mechanism to place the quench tank directly below the furnace .	Vendor to specify
		4. Provision shall also be made to move the bogie manually (using other vehicle) during power failure. Bidderhas to provide details on this offered arrangement.	Vendor to specify
		5. Rails for cart should be of specification CR 80, IS 3443, with center to center distance to be provided by supplier	Vendor to specify

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
		6. Quench tank should be provided with suitable Eductors, thermocouples ,water level switches, overflow protection and other safety features.	Vendor to specify
		7. Control panel for water quenching tank should have digital temperature controller, safety controller and all other switch gear items.	Vendor to specify
		8. Quench tank should be made of suitable material preferably Stainless steel with necessary supports to make it rigid, robust and long lasting.	Vendor to specify
		9. Quenching tank should be provided with suitable insulation.	Vendor to specify
		10. All the above system like movement of cart,guiding of quench tank, safety features etc should be automated.	Vendor to note
		11. Bidder has to furnish technical details of quench tank from the design point of view, to meet the above listed requirements.	Vendor to specify
3.12	Furnace Door Construction	(a)Furnace door should be provided in such a way to facilitate Quenching operation and Quench delay time maximum of 10 seconds from starting of furnace door opening to full dipping of load in quenching medium.	Vendor to confirm
		(b)Structural design to take care of strength and anti-buckling quality features of the Furnace Door under high temperatures. Suitable shock absorbers and cushions to be provided to avoid bounce back and damage of doors.	Vendor to confirm
		(c) Opening & Closing of Door shall be controlled by PLC, and the total operation including quenching to be completed within 10 seconds .	Vendor to specify
		(d) It should be provided with suitable sealing assembly to avoid heat loss.	Vendor to specify
		(e) Vendor to furnish Details of the door drive system, sealing and other relevant details.	Vendor to specify

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
3.13	Furnace Wall Insulation	(a) The wall insulation shall be of ceramic fibre modules of suitable density and thickness to maintain the charge (job) temperature at max temp. of 600 °C at full load.	Vendor to specify
		(b) Ceramic fibre modules shall be used for the doors and for all sides of the furnace.	Vendor to specify
		(c) Max. skin temperature of chamber should not exceed ambient temp +25 deg. C	Vendor to specify
		(d) Wall insulation design with ceramic fiber blankets shall be submitted along with offer.	Vendor to specify
3.14	Heating Elements	1. Material: Kanthal or equivalent make heating elements	Vendor to specify
		2. Type and Size of the heating element	Vendor to specify
		3. Heating Elements supporting system shall be suitable for freely radiating the heat. The supporting system must be compatible with heating elements in respective with heat conduction/dissipation etc to avoid any hot zone areas	Vendor to specify
		4. Test Certificate for heating elements is to be furnished by the supplier, along with the documentation of the Furnace.	Vendor to specify
		5. The heating elements shall be arranged or supported preferably on the side walls of the furnace.	Vendor to specify
		6. Heating elements shall not be located on the doors.	Vendor to specify
		7. If Refractory are used for supporting the heating elements, then they shall be kept minimum and the complete arrangement drawings shall be submitted to BHEL within one month of PO/LOI, BHEL will take maximum three weeks time from date of submission/clarification.	Vendor to specify
		8. The heating elements holding arrangement should be rigid, easy for maintenance and avoid sagging of the elements in due course of furnace operation. The rigidity of the supports has to be ensured from the furnace wall. Heating element assembly drawing with termination drawings shall be submitted to BHEL for approval prior to taking up the manufacture.	Vendor to specify
3.15	Temperature Control Zones	Bidder to specify.	Vendor to specify

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
3.16	Air circulation system	<ol style="list-style-type: none"> Bidder has to provide a suitable ventilation/Blower arrangement for the inner chamber of furnace, for an effective and optimum working cycle as per their design. Vendor to provide sufficient no. of fans to ensure uniform temperature throughout the furnace at peak temperature with maximum deviation of ± 5 deg. C 	Vendor to specify
3.17	Painting	1. The furnace shall be painted with rust preventive coat, one coat of Zinc Chromate Primer and two coats of Heat Resistant Aluminum Paint, with suitable Dry Film Thickness (DFT) and curing time.	Vendor to specify
		2. The final coat of finish painting shall be done at BHEL Works, before handing over the Furnace after the successful commissioning and performance prove-out.	Vendor to specify
3.18	Loading & Unloading of job to furnace	<ol style="list-style-type: none"> Furnace should have hoist system with controlled acceleration/ deceleration while lifting and lowering the load. Loading of the job will be in Vertical position in the basket. A suitable mechanism should be there to secure the load in place when it is inside the furnace. Loading mechanism should be sufficient enough to hold the maximum load specified above. Vendor to provide necessary arrangements for precise movement of loaded basket in and out of the furnace. Details of the guide system to be provided by vendor. All this system should be automated. 	Vendor to specify
4.0	DIGITAL PROGRAMMABLE TEMPERATURE CONTROLLER		
4.1	Make	Eurotherm /Honeywell/Chino/Fuji	Vendor to specify
4.2	Technical Details	1. Display : Minimum 4 digit display (with one decimal place range for 0-600°C)	Vendor to specify
		2. Display Parameter : Simultaneous colour display of Process Value(PV) and Set Value(SV) with units and output	Vendor to specify
		3. Input : Universal (Thermocouple inputs, RTD, mA, mV etc.) with user selectable	Vendor to specify
		4. Scale and Unit : User selectable	Vendor to specify

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
		5. No. of output : Two	Vendor to specify
		6. Control Output : 4-20 mA & Relay Output (User selectable.)	Vendor to specify
		7. Alarm output : Relay output.	Vendor to specify
		8. Operating ambient: 0 to 50 deg C,	Vendor to specify
		9. Configuration and programming: Through Front panel key.	Vendor to specify
		10. Accuracy : Preferably 0.25 % of Full scale value	Vendor to specify
		11. Program pattern : Configurable for Ramp, Soak & cool (Min 16 steps/ program)	Vendor to specify
		12. No of program : capable for loading 2 programs	Vendor to specify
		13. Cold junction compensation: Automatic	Vendor to specify
		14. Input Power supply : 415V +/- 10%, Three phase 50hz AC supply or 230V +/- 10% single phase 50Hz AC or 24V +/- 10%DC	Vendor to specify
		15. Auto tuning : To be provided to perform precision control setting.	Vendor to specify
		16. Standard Calibration facility: Standard error adjustment facility to be provided through front panel key.	Vendor to specify
		17. Front Panel key: Membrane keypad/ Bezel keypad	Vendor to specify
5.0	POWER CONTROLLER		
5.1	Type	The Controller shall be of Thyristor type. For precision control 4-20mA PID control shall be used. It should be suitably designed for automatic heating requirements/ cycles, without any manual intervention.	Vendor to specify
5.2	Controller Unit	1. The furnace temperature shall be controlled by Thyristor Controller through Programmable Controller in auto / manual mode.	Vendor to specify
		2. The Thyristorised Power control shall be through a system consisting of Power Pack and Control Cards.	Vendor to specify
		3. The power controller shall be of EUROTHERM / JELTRON / CHINO or any other reputed make acceptable to BHEL.	Vendor to specify

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
5.3	Control Panel	1. Two control panels shall be provided.	Vendor to confirm
		2. One panel to house the Programmable temperature controller, Temperature recorder, Safety Controller.	Vendor to confirm
		3. Second panel to house Power controller, MCCB, Indicating lamps, Energy meter, Digital ammeter and voltmeter, auto/manual selector, input/output terminals, starters for all drives, over-load relays, On/Off controller. Three pin socket, Panel lighting. Suitable transformer shall be used for 415/ 230V and 415 / 24 V. Control panel should be provided with Panel AC (Make:Rittal/Hoffman) of suitable rating shall be provided.	Vendor to confirm
5.4	Display	Provision for monitoring the electrical parameters like current for each phase, voltage, kWh, etc. through a LCD Multi function True RMS meter. The make shall be SCHEINDER, Siemens, L&T or any other reputed make acceptable to BHEL. Vendor to quote Make & Model. The offered model shall have RS485 communication facility	Vendor to specify
6.0	PAPERLESS TEMPERATURE RECORDER		
6.1	Make	EUROTHERM - 6180A preferably or any other reputed make acceptable to BHEL for meeting AMS 2750E standard.	
6.2	Technical Specification	1. No. of channels : Minimum 12	Vendor to specify
		2. Input: Universal input (T/c. types K,R,S, RTDs, mV & mA etc.)	Vendor to specify
		3. Calibration temperature range : 0 to 600 °C	Vendor to confirm
		4. Specific working trend speed : Initial set speed will be 20 mm/Hr (Speed A) up to 100°C then speed should be automatically selected to 60 mm/Hr (Speed B) above 100°C up to end of the process. When the temperature is below 100°C or sensor open, automatically trend speed should be selected to 20 mm/Hr. (Configurable).	Vendor to specify
		5. Trend speed : 1 to 1500 mm/Hr (configurable).	Vendor to specify
		6. Display : 10 inch (minimum), Colour TFT Display, Touch screen type.	
		7. Display requirement: Bar graph, digital display and Strip chart background with major minor divisions (configurable)	Vendor to specify

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
		8. Power : 180 to 260 V, 50 HZ.	
		9. Communication: Ethernet and serial port.	Vendor to specify
		10. Upload/download function: To be provided to upload/download data backup with necessary software.	
		11. Protocol : TCP /IP.	Vendor to specify
		12. Cold junction compensation: Off, Internal, external (user selectable)	Vendor to specify
		13. Calibration facility: Provision for error adjustment and touch screen calibration facility to be provided.	Vendor to specify
		14. Internal memory : Minimum 96 MB	Vendor to specify
		15. Removable media memory: Minimum 64GB Memory capacity, Two nos. of USB memory stick to be provided.	vendor to confirm
		16. Software : Suitable software with perpetual original license to be provided to configure recorder from remote location through on line, to view the Trend history in XY strip chart background with major & minor divisions(Configurable) and to take print out of temperature data on specific date & time through PC. PC shall be provided by Vendor with latest windows 64 bit loaded software.	Vendor to specify
		17. Scale & unit print: Should print at intervals of 1Hr at 30 mm trend speed.	vendor to confirm
		18. Real time data Print: Trend print and digital print in EXCEL Format For a specified period of time.	Vendor to specify
		19. Note function: To be provided to enter the job details with alphanumeric character.	vendor to confirm
		20. Message capacity : Minimum 60 character for Message print.	Vendor to specify
		21. Message print: Batch description, Machine name, location, and job details at start up time.	vendor to confirm
		23. Data protection: Facility to be provided to retrieve the data in case of backup battery low / failure.	Vendor to specify
		22. Power cord of suitable length to be provided	vendor to confirm
7.0	SAFETY TEMPERATURE CONTROLLER		

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
7.1	Make	Eurotherm /Honeywell / Chino /Masibus / Fuji	Vendor to specify
7.2	Technical Details	1. Type of control : ON/OFF control.	Vendor to specify
		2. Display : minimum 4 digit display	Vendor to specify
		3. Display Parameter : simultaneous colour display of PV and SV	Vendor to specify
		4. Type of Input : Universal input T/c inputs, RTD, mA, mV etc. (User selectable)	Vendor to specify
		5. Working range : 0-600°C (User selectable)	Vendor to specify
		6. Accuracy : 0.25 % of FSV	Vendor to specify
		7. Hysteresis setting : ± 5°C	Vendor to specify
		8. Ambient temperature : up to 50°C	Vendor to specify
		9. No. of output : Two	Vendor to specify
		10. Control Output : Relay.	Vendor to specify
		11. Alarm output : Relay.	Vendor to specify
		12. Relay output capacity: 230V AC, 2A	Vendor to specify
		13. Power supply : 415V +/- 10%, Three phase 50hz AC supply or 230V +/- 10% single phase 50Hz AC or 24V +/- 10%DC	Vendor to specify
		14. CJ Compensation : To be provided	Vendor to specify
		15. Temperature and Hysteresis setting: Front panel	Vendor to specify
		16. Thermocouple burnt out protection: Up scale	Vendor to specify
		17. Standard Calibration Facility: Standard error adjustment facility to be provided through front panel key.	Vendor to specify
8.0	THERMOCOUPLE		
8.1	Type	Vendor should offer thermocouple to meet the requirement given in this spec. Preferrably "N" type .	Vendor to specify

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
8.2	Number of Thermocouple (TC) per zone	As per AMS 2750 E standard	Vendor to specify
9.0	GENERAL POINTS		
9.1	Input Power Supply	1. The furnace shall be suitable for an input supply through a 415 ± 10% V, 50 ± 3% Hz. 3 Phase AC, 3ph wire system. (No neutral)	vendor to confirm
		2. BHEL will provide the input power supply at one point only and further tappings (for sub-systems) are to be managed by the Supplier, through suitable step-down transformers and proper internal wiring.	vendor to confirm
		3. Supplier has also to specify the means & mode of giving power supply to the heating elements.	vendor to confirm
9.2	Pneumatic air supply	If any pneumatic supply is required, BHEL will supply air at 5-6 bar at one point. Distribution from BHEL terminal point, including filter – regulator shall be in the scope of Vendor. Pneumatic cylinder should be of Janatics/Airmax/any reputed make acceptable to BHEL.	vendor to specify
9.3	Ambient Conditions	The control elements shall meet all the specified requirements while working in an ambient temperature of maximum 50 ° C and 90 % of relative humidity.	vendor to confirm
9.4	Make of Motors	Motors shall be of M/s Siemens / KEC / ABB / BBL makes. Single phasing preventers shall be incorporated for all the motors. All motors should be energy efficient – IE2	vendor to specify
			vendor to specify
9.5	Control Elements	The electrical switch and control elements shall be of Siemens / L&T / GEC Alstom / Telemecanique / Mitsubishi make. It should be provided with DIN rail.	vendor to specify
9.6	Gear Boxes	The gearboxes are to be of Greaves / Radicon / Elecon / Shanthi/Demag or any other equivalent reputed make acceptable to BHEL. Necessary Test and Guarantee Certificate are to be submitted.	vendor to specify
9.7	Cabling Code	All wires, cables, instrument tappings, etc. shall be terminated at components / devices / terminals using suitable number ferrules.	vendor to specify

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
9.8	Inter-Connecting Cables	The required length of Power and Control Cables (both made of copper) to inter-connect the Power Controller and Terminals, Field Instruments, Motors etc. with Panel shall be quoted. –Compensating cables shall be routed through separate cable trays.	vendor to specify
9.9	Safety Systems	1. Necessary safety interlocks incorporated for the safe operation of the furnace shall be elaborated in the offer.	vendor to specify
		2. Facility should be in compliance with prevailing Indian standards in terms of safety and emission if any.	vendor to specify
9.10	Noise level	Noise level of the furnace and its accessories should be as per relevant standards.	vendor to specify
9.11	First fill of Oil	In vendor's scope	vendor to confirm
10.0	SPARES		
10.1	OPERATING SPARES	1. Vendor should give the list of recommended spares with unit price of each item for two year of trouble free operation.	vendor to confirm
		2. Vendor to confirm the validity of price of these spares for next 2 years	vendor to confirm
		3. Vendor to quote price of recommended spares along with the machine separately. This will not be taken for price bid evaluation.	vendor to confirm
		4. All types of spares for total machine and accessories should be available for ten years after supply of the machine. If machine or control is likely to become obsolete in this period, the vendor should inform BHEL sufficiently in advance and provide drawings of parts / details of spares & suppliers to enable BHEL to procure these in advance, if required.	vendor to confirm
10.2	COMMISSIONING SPARES	Commissioning spares, required for commissioning of the machine within stipulated time, shall be brought by the supplier on non returnable basis.	vendor to confirm
		One set of Tools like Torque Wrench, Keys, Spanners, and Grease Guns etc. for Furnace operation & maintenance shall be supplied along with the Furnace to BHEL.	vendor to confirm

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
11.0	FURNACE INSPECTION & ACCEPTANCE		
11.1	Inspection at Supplier's Works	1. The supplier has to offer, for inspection at Supplier's Works by BHEL Officials, all the furnace components (structures, ceramic fibre insulation material, etc.), mechanical sub-assemblies, heating elements, accessories & attachments forming part of the electrical and control systems, spares, anchoring & supporting materials, etc., which are in individual despatchable consignments.	vendor to confirm
		2. Temperature Program Controller, Safety Temperature Controller, Temperature Recorder and Thermo-Couples shall be supplied with Calibration certificate traceable to national/International standards	vendor to confirm
11.2	Acceptance at BHEL Works	1. The acceptance of the Furnace in Total will be only after the testing for its performance, prove-out as per BHEL Specifications, at BHEL Works, after the completion of erection and commissioning activities.	vendor to confirm
		2. Minimum three heat-treatment cycles (with at least one at Maximum temp. for maximum soaking specified by BHEL, other cycle at BHEL specified temperature and time) shall be run and proved out for the furnace acceptance. During proving out vendor to prove the temperature uniformity throughout the furnace and on the job when proving with job, by placing suitable no. of thermocouple for prescribed furnace cycle by BHEL. During Prove out furnace should run without any interruption or deviation, if any such deviation or interruption then it should be started again for proving out.	vendor to confirm
		3. Vendor to demonstrate the Quench delay time, positioning system of Quench tank, Quenching tank temperature rise etc as per BHEL tech spec during prove out.	vendor to confirm
		4. Vendor to perform system accuracy test as per AMS 2750 E standard.	vendor to confirm
12.0	ERECTION & COMMISSIONING		

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
12.1	Erection	1. Erection of Complete furnace and its auxiliaries is under supplier's scope. Supplier should send the consignment to BHEL Ranipet in properly packed condition. Supplier should depute its representative during unloading of items for verification at BHEL Works.	vendor to confirm
		2. Vendor should depute his representative well verse in communicating to BHEL staff directly or through translator for Erection works.	vendor to confirm
		3. Suitable foundation bolts / anchoring materials shall be supplied by the supplier.	vendor to confirm
		4. Civil foundation Work and unloading of job at BHEL works will be under BHEL scope.	vendor to confirm
		5. Vendor shall submit the preliminary layout drawing along with the offer. Vendor to submit Complete Foundation Design including details viz. static / dynamic load details etc. and Final Layout drawings shall be submitted by the supplier within one month from PO/LOI for BHEL approval. BHEL will approve the drawing within three weeks time from date of submission/clarification. Tentative Soil bearing capacity of BHEL Ranipet is 50KN/sqm. This should not have any impact on delivery schedule of facility	vendor to confirm
		6. BHEL will provide electricity, water and crane for handling and lifting of furnace components / materials at erection site (free of cost). However, welding machines, accessories and consumables will be under the scope of supplier for erection and commissioning.	vendor to confirm
		7. Maximum Clear height available below Crane bottom is 9 meter from floor. Vendor to design furnace taking into Furnace & Quench tank space along with space required for maintenance also. If required a Pit can be made to accommodate Furnace below Crane height. Civil works will be under BHEL scope	vendor to Note

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
12.2	Commissioning	<p>1. Commissioning of the Equipment and Smooth Functioning of all the Sub-Systems (at BHEL Works) shall be the RESPONSIBILITY of the Supplier, including the performance prove-out heat-treatment cycles (minimum three cycles as specified by BHEL).</p> <p>2. Vendor should depute his representative well verse in communicating to BHEL staff directly or through translator at BHEL works for commisioning.</p>	vendor to confirm
13.0	FURNACE DOCUMENTATION		
13.1	O & M Manuals	(a) Three hard Copies of the Operation & Maintenance Manual to be supplied along with the supply of the furnace.	vendor to confirm
		(b) One soft copy of all documentation including Operation & Maintenance Manual shall be supplied in pen drive	vendor to confirm
		(c) The following documents and details (as given under Clause No. 13.2 shall form part of the Operation & Maintenance Manual	vendor to confirm
13.2	Documents and Technical Details	(a) Drawing of the Furnace and quenching tank in Total.	vendor to confirm
		(b) Sub-Assembly Drawings (without dimensions) for sub-systems for maintenance purpose.	vendor to confirm
		(c) Electrical Wiring Drawings – Power & Control Circuits	vendor to confirm
		(d) Complete Printed Circuit Board Schematics indicating check points (Test Points) for Electronic Controls	vendor to confirm
		(e) Specifications / Ratings of All Bought-Out-Items	vendor to confirm
		(f) Trouble Shooting Chart for Main and all Sub-Systems	vendor to confirm
		(g) O&M manual of Temperature controllers & recorder	vendor to confirm
		(h) Vendor to give list of bought out items.	vendor to confirm
		(i) Details of the Quench tank along with its accessories.	vendor to confirm
		(j) Vendor to provide relevant certificates required for the furnace complying the AMS 2750 E specification and any other applicable standard.	vendor to specify & provide

S.No	FEATURES	PARAMETERS / DESCRIPTION	Remarks
14.0	TRAINING	The Supplier shall train BHEL Staff in the Operation, Trouble Shooting and Maintenance of the Furnace for a period of 3 Working Days, after the SUCCESSFUL COMMISSIONING of the furnace, at BHEL Works free of cost.	vendor to confirm
15.0	TECHNICAL OFFER	(a) The Technical Offer shall contain the following :	
		(b) Complete Scope of Supply, including Main Equipment, Safety systems, All Accessories and Attachments, etc.	vendor to confirm
		(c) List of Operating Spares, Commissioning Spares, Foundation / Anchoring Materials	vendor to confirm
		(d) Erection, Commissioning and Performance Prove-Out Details.	vendor to confirm
		(e) Complete description of all systems & sub-systems forming part of the Furnace.	vendor to confirm
		(f) A schematic diagram showing the layout of the furnace & associated systems with salient dimensions	vendor to confirm
		(g) Vendor to give point by point compliance of this technical offer, with details wherever required. In case of unavailability of the same, it will be taken as accepted by Vendor.	vendor to confirm
16.0	Warranty	The Performance of the Furnace in total and/or the Components / Sub-Assemblies / Bought-Out-Items in particular, shall be for a minimum period of 12 months from the date of performance acceptance at BHEL Works.	vendor to confirm

BANK GUARANTEE FOR CONTRACT EXECUTION

Bank Guarantee No:

Date:

To

Bharat Heavy Electricals Limited,
Boiler Auxiliaries Plant,
RANIPET -632 406,
Tamil Nadu,
INDIA

Dear Sirs,

In consideration of the **Bharat Heavy Electricals Limited** 1 (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 "BHEL House", SIRI Fort, New Delhi- 110049 through its Unit at **Boiler Auxiliaries Plant located at Ranipet-632406, Tamil Nadu, INDIA** having awarded to _____ 2 having its registered office at _____ herein after referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. / **PO No** _____ dated _____ 3. Valued at Rs _____ 4 (Rupees (In words) _____) for _____ 5 (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Execution Guarantee equivalent to 2% (Two Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract.

We _____ (hereinafter referred to as the Bank), having registered/Head Office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs _____ (Rupees _____) without any demur, immediately on a demand from the Employer. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. _____ (Rupees _____)**.

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

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

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

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

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

This Guarantee shall remain in force up to _____ 6 with a validity period of ___ months & claim period of 3 months and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the _____ 7 we shall be discharged from all liabilities under this guarantee thereafter.

We _____ 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 Rs _____ (Rupees _____ Only) 8
- b) This Guarantee shall be valid up to _____ 9
- c) Unless the Bank is served a written claim or demand on or before _____ 10 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dtd :

Place of Issue:

FOR YOUR REFERENCE TO FILL THE DETAILS ACCORDINGLY:

1. NAME AND ADDRESS OF EMPLOYER *i.e., Bharat Heavy Electricals Limited.*
2. NAME AND ADDRESS OF VENDOR/CONTRACTOR/SUPPLIER
3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
4. BG AMOUNT IN FIGURES AND WORDS
5. PROJECT/SUPPLY DETAILS
6. VALIDITY DATE *with a validity of 3 months claim period.*
7. DATE OF EXPIRY OF CLAIM PERIOD
8. BG AMOUNT IN FIGURES AND WORDS
9. VALIDITY DATE
10. DATE OF EXPIRY OF CLAIM PERIOD



Bankers, Auditors & Share Transfer Agent

Bankers	
Axis Bank	
Bank of Baroda	
Canara Bank	
Central Bank of India	
CITI Bank N.A	
Deutsche Bank AG	
Export-Import Bank of India	
HDFC Bank Limited	
IDBI Bank	
Indian Bank	
Indian Overseas Bank	
Indusind Bank	
Kotak Mahindra Bank	
Punjab National Bank	
RBL Bank Ltd.	
Standard Chartered Bank	
State Bank of India	
The Federal Bank Limited	
Union Bank of India	

Registered Office

BHEL House, Siri Fort, New Delhi-110049 (India)

CIN: L74899DL1964GOI004281

Phone: 011-66337000, Fax: 011-66337428

www.bhel.com

shareholderquery@bhel.in

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

Bharat Heavy Electricals Limited,
Boiler Auxiliaries Plant,
RANIPET -632 406,
Tamil Nadu,
INDIA

Dear Sirs,

In consideration of the **Bharat Heavy Electricals Limited** 1 (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 "BHEL House", SRI Fort, New Delhi- 110049 through its Unit at **Boiler Auxiliaries Plant located at Ranipet-632406, Tamil Nadu, INDIA** having awarded to 2 having its registered office at _____ herein after referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. / **PO No** _____ dated 3. Valued at Rs _____ 4 (Rupees (In words) _____) for _____ 5 (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee equivalent to 10% (Ten Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract.

We _____ (hereinafter referred to as the Bank), having registered/Head Office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs _____ (**Rupees** _____) without any demur, immediately on a demand from the Employer. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. _____ (Rupees _____)**.

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

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

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

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

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

This Guarantee shall remain in force up to _____ 6 with a validity period of ___ months & claim period of 3 months and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the _____ 7 we shall be discharged from all liabilities under this guarantee thereafter.

We _____ 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 Rs _____ (Rupees _____ Only) 8
- b) This Guarantee shall be valid up to _____ 9
- c) Unless the Bank is served a written claim or demand on or before _____ 10 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dtd :

Place of Issue:

FOR YOUR REFERENCE TO FILL THE DETAILS ACCORDINGLY:

1. *NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited.*
2. *NAME AND ADDRESS OF VENDOR/CONTRACTOR/SUPPLIER*
3. *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*
4. *BG AMOUNT IN FIGURES AND WORDS*
5. *PROJECT/SUPPLY DETAILS*
6. *VALIDITY DATE with a validity of 3 months claim period.*
7. *DATE OF EXPIRY OF CLAIM PERIOD*
8. *BG AMOUNT IN FIGURES AND WORDS*
9. *VALIDITY DATE*
10. *DATE OF EXPIRY OF CLAIM PERIOD*

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.

- 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
 (Office Seal)

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

Place _____
 Date _____

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

Clause on IP in the tender**“Integrity Pact (IP)**

- (a) 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.

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person(s):

(1)
 Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile) _____

 Email: _____
 Fax: _____

(2)
 Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile) _____

 Email: _____
 Fax: _____



Make in India form-I (To be submitted In the company letter head by Indian supplier only)**

Declaration of Local Content by Local supplier

Subject: Public Procurement (Preference to Make In India)

References:

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

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

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

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

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

We hereby declare with reference to above subject and references that

M/s -----(Tick whichever is applicable as below)

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

(or)

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

(or)

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

Please mention the details against the following:

Enquiry no:----- dated. -----

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

Product:-----

Project:.....

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

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

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....



Make in India form-II

**** (To be submitted In the company letter head by all supplier) ****

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

References:

[https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf](https://doe.gov.in/sites/default/files/OM%20dated%202023.07.2020.pdf)

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20NO%201%20dated%202023%20July%202020.pdf>

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

From.

M/s _____

Address: _____

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

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



7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
b) “control” shall include the right to appoint majority of the directors or to control the management rights or shareholder’s agreement or voting agreement.
- 2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.

6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

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

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

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

**

Dated: _____

Authorised Sign and stamp _____



FINANCIAL- PRE QUALIFICATION CRITERIA

Sl. No.	BHEL REQUIREMENT	VENDOR (SELLER) CONFIRMATION
1	The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for previous three years out of 5 years i.e. 01.04.2016 to 31.03.2021 (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 / years, average annual financial turnover shall be calculated based on available information as below:-	
i	If the accounts are available for <= 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).	
ii	If the accounts are available for >1 but < = 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).	
iii	If the accounts are available for >2 but <= 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).	
2	Foreign bidders to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. for review of above criteria.	
3	While calculating Annual Turnover / Sales, other operating income and other income shall not be considered.	
4	For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.	
5	Average annual financial turnover during three Financial Years ending (out of 5 financial year starting from FY 2016-17 to FY 2020-21) should not be less than 100 Lakhs.	
6	Net worth of the vendor should be positive. *	
7	The current ratio should be >1 as per latest audited balance sheet	
8	Vendor should be profit earning company / firm (Profit / Earnings before depreciation & amortization, Interest and Tax) at least once in the last 3 years.	
Note : For any Supplier the above said documents is Mandatory and without which submitted offer is liable for rejection.		

Definition of Net Worth

*.....As per section 2 (57) of The Companies Act, 2013, net worth means the aggregate value of the paid up share capital and all reserves carried out of the profit and security premium after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off as per the audited balance sheet, but does not includes reserves created out of revaluation of assets, write back of depreciation and amalgamation.