

TENDER DOCUMENTS

BHARAT HEAVY ELECTRICALS LIMITED
HARIDWAR-249403.

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Note: This Annexure has to be mandatorily filled & signed by bidder and submitted along with Technical bid.

Any deviation to the below mentioned terms shall be stated specifically in the comment's column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).

SI No	BHEL Requirements	Supplier Acceptance/ Comments
01	Pre-Qualification Criteria: 1.1 Technical/ PQR (attached) 1.2 Integrity Pact- Applicable 1.3 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect. Explanatory Notes for the PQR (Pre-Qualifying Requirements): i. All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry. ii. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" and customer approval shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL. iii. Price Bids of only those bidders shall be opened who stand qualified after compliance of PQR and who are approved by customers. iv. Credentials as per Annexure- sub vendor questionnaire format is to be submitted by bidders along with the offer for customer approval.	
02	Scope of Supply/Work: - Item to be supplied as per Annexure -item details and technical delivery condition (Annexure-TDC) as mentioned in enquiry. - Items to be manufactured and supplied as per enquiry drawing and specification (with all cross-referred standards). - The painting and conservation shall be carried out in accordance with BHEL specification ST33004. - Finished machined castings shall be packed in sea-worthy packing. The packing should be suitable to protect machined surfaces from damage during handling and transportation.	
03	PRICE BASIS: Price in INR should be quoted for F.O.R. DESTINATION delivery to BHEL Haridwar GSTIN: 05AAACB4146P1ZL	
04	TAXES & DUTIES: 4.1 The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead). However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses. 4.2 GST (Goods and Services Tax) 4.2.1 GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance	

of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

4.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

4.2.3 Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.

4.2.4 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

4.2.5 Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

4.2.6 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

4.2.7 Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

4.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -

- a) Supply of goods and/or services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/purchase order/ work order.
- d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
- e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
- f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
- g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

4.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.

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

4.2.11 Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

4.2.12 Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

TENDER DOCUMENTS

	4.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment. 4.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor. 4.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor. 4.2.16 Variation in Taxes & Duties: Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer. 4.3 Income Tax: TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill. 4.4 Supplier HSN Code & Applicable GST % (To be filled by Supplier) _____									
05	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Not Applicable									
06	INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS: As per Annexure-Quality Requirement.									
07	DELIVERY: Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL requirement. NOTE: a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.									
08	TRANSIT INSURANCE: Transit insurance shall be as per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.									
09	PAYMENT TERMS: a) Payment: 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within no. of days as defined in the below table from appointed day subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. <table><tr><td>Type of Bidder</td><td>Within Number of Days</td></tr><tr><td>Micro & Small Enterprises (MSEs)</td><td>45 Days</td></tr><tr><td>Medium Enterprises</td><td>60 Days</td></tr><tr><td>Non MSME</td><td>90 Days</td></tr></table> Appointed day means • The day of material entry in HEEP (i.e. CISF Stamp date), subject to submission of non-discrepant documents by vendor as per Purchase Order.	Type of Bidder	Within Number of Days	Micro & Small Enterprises (MSEs)	45 Days	Medium Enterprises	60 Days	Non MSME	90 Days	
Type of Bidder	Within Number of Days									
Micro & Small Enterprises (MSEs)	45 Days									
Medium Enterprises	60 Days									
Non MSME	90 Days									

TENDER DOCUMENTS

	or Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier. However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above. b) NO INTEREST PAYABLE TO CONTRACTOR No interest shall be payable on the security deposit or any other money due to the Supplier. Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows: (a) Loading will be done @ Base rate of SBI + 6% (per annum) of basic cost of the items as per table mentioned under the clause 'Payment Terms' in GISTC. (b)The base rate of SBI shall be considered as applicable on 31st March of preceding year from tender due date.							
10	DOCUMENTS REQUIRED FOR BILL PROCESSING: The following documents are required to be sent with Material Dispatch/Billing Documents: - Original Tax Invoice (As per Cl. No. 4 above). - Inspection Report - Test certificate (Test certificate shall be submitted by the vendor with clear marking of QP clause number at the top of each page. Also, test certificates shall be arranged QP clause wise) - Guarantee certificate - GST compliance certificate - Digitally signed Invoice - Rest documents as mentioned in the PO remarks.							
11	BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION: <table><tr><td>Bank Details</td><td>SWIFT Details of bank</td></tr><tr><td>STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403</td><td>SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586</td></tr></table>	Bank Details	SWIFT Details of bank	STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586			
Bank Details	SWIFT Details of bank							
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586							
12	EARNEST MONEY DEPOSIT: 1 Vendors must also remit the requisite EMD (Earnest Money Deposit) as mentioned in the bid documents. If EMD is not submitted by any vendor, then their offer shall not be considered. MSEs or Start-ups as recognized by DPIIT are exempted from submission of EMD. Quantum of EMD amount to be submitted by bidder will be as per below table: <table><tr><td>Material Code</td><td>EMD Amount (INR)</td></tr><tr><td>W90310502276</td><td>₹ 6,00,000.00</td></tr><tr><td>Total</td><td>₹ 6,00,000.00</td></tr></table> 2 EMD shall be furnished before tender opening / along with the offer as per point no.1 above. 3 The EMD up to an amount of Rs. 6,00,000.00 is to be paid only in the following forms: a) Cash deposit as permissible under the extant Income Tax Act (before tender opening). b) Electronic Fund Transfer credited in BHEL account (before tender opening). c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer). d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) duly marking lien in favour for BHEL (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission. e) Insurance Surety Bonds f) In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. (a) to (e) above or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats. 6. No other form of EMD remittance shall be acceptable to BHEL.	Material Code	EMD Amount (INR)	W90310502276	₹ 6,00,000.00	Total	₹ 6,00,000.00	
Material Code	EMD Amount (INR)							
W90310502276	₹ 6,00,000.00							
Total	₹ 6,00,000.00							

TENDER DOCUMENTS

	7. EMD by the Bidder will be forfeited as per NIT conditions, if: - The bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender. - EMD by the Bidder shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and shall be forfeited in case of suspension. 8. Subject to Clause 7 above, EMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. 9. EMD of successful Bidder shall be refunded on conclusion of the order/ receipt of a performance security as mentioned in NIT. 10. EMD shall not carry any interest.	
13	PERFORMANCE SECURITY: - Successful bidder awarded the contract should deposit 10% of the contract value as performance security towards fulfilment of all contractual obligations, including warranty obligations. - Performance Security is to be furnished within 14 days after issuance of Contract/PO and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including warranty obligations. - Modes of deposit: Performance security may be furnished in the following forms: - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ - Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL. - Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). - Insurance Surety Bond. Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities. - The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO. - Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. - The Performance Security shall not carry any interest. - There is no exemption of Performance security deposit submission for MSE Vendors.	
14	BREACH OF CONTRACT, REMEDIES AND TERMINATION: 14.1 The following shall amount to breach of contract: - Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. - The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period - The Supplier/Vendor delivers equipment/ material not of the contracted quality. - The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. - Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.	

- VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

14.2 Remedies in case of Breach of Contract.

- i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vii. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

TENDER DOCUMENTS

	Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor. 2) In case of non-acceptance of Breach of contract clause by some bidders, the offers of such bidders shall be loaded by 10% of the contract value (landed cost) or by the value by which 10% recovery condition of breach of contract clause is less accepted by such bidders for the purpose of comparison. LD against delay in executed supply in case of Termination of Contract: LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract. Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below. i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 ii. Let the value of executed supply till the time of termination of contract= X iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2=[1-(X/Y)] \times T1$ v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.																
15	BILL TO/ SHIP TO ADDRESS: To In charge (Store- Shipping) Bharat Heavy Electricals Ltd, Ranipur, Haridwar, Uttarakhand-249403																
16	GUARANTEE/WARRANTY: GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS shall be as per latest version of BHEL GISTC.																
17	MICRO AND SMALL ENTERPRISES (MSE): Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. <table><tr><td>Type under MSE</td><td>UDYAM No</td><td>SC/ST Owned</td><td>Women Owned</td><td>Others (Excluding SC/ST/Women)</td></tr><tr><td>Micro</td><td></td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td><td></td></tr></table> Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in NIC portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small					
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)													
Micro																	
Small																	
18	LIQUIDATED DAMAGE: Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.																

TENDER DOCUMENTS

	Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor. If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. If vendor do not mention anything about LD clause in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1													
19	INTEGRITY PACT (IP): a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <table border="1" style="margin-left: 40px;"> <tr> <th>Sl. No</th><th>IEM</th><th>E-mail</th></tr> <tr> <td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr> <tr> <td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr> </table> b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 21 below.	Sl. No	IEM	E-mail	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
Sl. No	IEM	E-mail												
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in												
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in												
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in												
20	PREFERENCE TO MAKE IN INDIA: For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the Bid, the same shall be applicable even if issued after issue of this Bid, but before opening of Part-II bids against this Bid. For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant, and in case of defaults, penalty upto 10% of the contract value shall be imposed. 20.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017: I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: - a. An entity incorporated established or registered in such a country; or													

	b. A subsidiary of an entity incorporated established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. IV. The beneficial owner for the purpose of (III) above will be as under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals. 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 through a chain of control or ownership. (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13. (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids	
21	Settlement of Dispute: If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1 21.1 Conciliation: Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).	

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act, 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

21.2 ARBITRATION:

21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to **Delhi International Arbitration Centre (DIAC)** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

21.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

21.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution- **Delhi International Arbitration Centre (DIAC)**- and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to **Delhi International Arbitration Centre (DIAC)**-for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

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

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

21.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Haridwar**.

21.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

21.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

21.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

21.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for

TENDER DOCUMENTS

	the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction. 21.3 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 (Administrative Mechanism for Resolution)	
22	JURISDICTION Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Haridwar, Uttarakhand shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract. GOVERNING LAWS `1 The contract shall be governed by the Law for the time being in force in the Republic of India.	
23	FORCE MAJEURE 23.1 "Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc. 23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship. 23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. 23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event. 23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. 23.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.	
24	Non-Disclosure Agreement: All interested vendors must submit the endorsed NDA (Annexure-NDA) well in time to BHEL for getting drawings and specifications. The dully filled NDA shall be submitted to following email ids: su-pal@bhel.in, tuhindey@bhel.in .	

TENDER DOCUMENTS

25	Cartel Formation The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.					
26	Fraud Prevention Policy Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.					
27	Suspension of Business Dealings with Suppliers / Contractors: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com . If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php .					
28	Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening- <table><tr><td>Surendra Pal /Dy. Manager (PPX-T)</td><td>Tuhin Kanti Dey /Manager (PPX-T)</td></tr><tr><td>Email ID: su-pal@bhel.in</td><td>Email ID: tuhindey@bhel.in</td></tr></table>	Surendra Pal /Dy. Manager (PPX-T)	Tuhin Kanti Dey /Manager (PPX-T)	Email ID: su-pal@bhel.in	Email ID: tuhindey@bhel.in	
Surendra Pal /Dy. Manager (PPX-T)	Tuhin Kanti Dey /Manager (PPX-T)					
Email ID: su-pal@bhel.in	Email ID: tuhindey@bhel.in					
29	Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. Special conditions of the contract c. Technical Conditions of Contract (TCC) d. GISTC					
30	Quality Requirements: - as per Annexure-Quality Requirement. - Vendor to accept, endorse and return back BHEL QP (QP No. QA/CF/QP/ST052/001 REV 00)					
31	Validity: Validity of the offer should be minimum 90 days from tender opening date.					
32	Order Acknowledgement (If order awarded): In case order acknowledgement is not received within 7 days, purchase order will be deemed to be accepted by vendor.					
33	Conflict of interest: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder;</u> or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However,					

TENDER DOCUMENTS

	<u>this does not limit the inclusion of the components/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; or</u> f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business. "	
34	Compliances of GISTC: Bidder/Vendor has to ensure the submission of their offer for Tender Enquiry only after the compliances of BHEL Haridwar's Buyer Added Bid Specific Additional Terms & Conditions, Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
35	Details of Contact Person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
36	The evaluation currency for this tender shall be INR	
37	Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.	
38	The total quantity may undergo change at the time of ordering.	
39	Vendor Contract clause regarding GST ITC and provision for E-invoices w.e.f. 01.10.2020 (i) W.e.f. 01.08.2023, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 5 Crs. in any preceding financial year from 2017-18 onwards. (ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-invoicing System. In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.	
40	Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed. a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored. c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender. d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. e. In case order is to be placed and executed by agent following aspects are to be ensured: • Manufacturer of the agent should meet the PQR as defined in tender. • Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT	
41	Action against Bidders / vendor / supplier / contractor in case of default: In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors". The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.	

TENDER DOCUMENTS

	1.0 Integrity commitment, performance of the contract and punitive action thereof: 1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. 1.2. Commitment by Bidder/ Supplier/ Contractor: 1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. 1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. 1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.	
42	Pre-bid Meeting: Applicable 1. There will be provision of Pre-bid meeting for this tender to enable prospective bidders for getting clarifications (if any) from BHEL, HEEP, Haridwar before submission of offers. 2. Interested bidders must download tender documents before pre-bid meeting. 3. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised at that stage. The vendors are requested to submit any questions for clarifying issues and clearing doubts, if any, about the terms & conditions, specifications and other allied technical details of the enquiry item within 7 days from the date of issue of enquiry. 4. Pre-bid meeting will be scheduled on 10th day (in case of Sunday/public holiday, next working day will be considered) from the date of issue of this NIT. Meeting will be conducted vide MS Teams with below details: Pre-bid meeting Friday, May 16, 2025 2:00 PM - 3:00 PM (IST) Meeting link: https://teams.live.com/join/9345382035004?p=WLMOhMpPPLBJDJVkpE 5. Bidders may send their queries in writing and email, both to reach the indenting unit not later than three (03) working days before the pre-bid meeting. 6. BHEL, HEEP, Haridwar will take appropriate decision regarding making necessary amendment(s)/ corrigendum to the tender document as an outcome of the deliberations in the pre-bid meeting. 7. It may not be possible to answer queries that are received late at the pre-bid meeting. 8. Once the pre-bid meeting is over and issues are clarified, no query or objection or complaint shall be entertained in connection with the tender. Absence of any vendors in pre-bid meeting shall not be considered as justification for making query or objection thereto. Also, non-attendance in the pre-bid meeting is not a disqualification for participating in the tender process.	
43	Note: 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Buyer Added Bid Specific Additional Terms & Conditions (ATC), Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) will lead to rejection of offer. 3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.	

TENDER DOCUMENTS

	4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor. 7. If vendor(s) do not mention anything about aforementioned clauses (s. no. 1-42) in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1. 8. The tender documents can be downloaded from our web site www.bhel.com/ or https://hwr.bhel.com/bhelweb/Home.jsp. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit Tender Fee of Rs. 2,000/- (Rupees two thousand only) in the form of Pay Order /e-payment/ Demand Draft (drawn in favour of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender documents are required, then the same may be collected against copy of Pay Order / e-payment/Demand Draft of requisite tender fee (while original to be submitted with Part-I). However, if no hard copy of any tender documents is required from BHEL, no tender fee is required to be submitted. 9. This item is for commercial re-sale.																						
44	INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER Registered Vendors - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items. Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items. TECHNICAL QUALIFICATION: Technical Requirement, Pre-Qualifying Requirements/PQR & Drawings to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered. ESSENTIAL INSTRUCTIONS: Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable). Vendor Registration Form shall be filled only by unregistered vendors on our website www.bhel.com. BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s). <table border="1"> <thead> <tr> <th colspan="3">Salient Details of Notice Inviting Tender (NIT)</th></tr> <tr> <th>Sl no.</th><th>Issue</th><th>Description</th></tr> </thead> <tbody> <tr> <td>1</td><td>Item details</td><td>As per Annexure- Item details</td></tr> <tr> <td>2</td><td>Issue of Tender Documents</td><td>From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)</td></tr> <tr> <td>3</td><td>Due Date of Offer Submission</td><td>Date: 27.05.2025 Time: 13:45 hrs https://eprocurebhel.co.in/nicgep/app</td></tr> <tr> <td>4</td><td>Opening of Tender (Techno-Commercial Bid, Part-1)</td><td>Date: 27.05.2025 Time: 14.00 Hrs Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only</td></tr> <tr> <td>5</td><td>Latest Updates</td><td>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information.</td></tr> </tbody> </table>	Salient Details of Notice Inviting Tender (NIT)			Sl no.	Issue	Description	1	Item details	As per Annexure- Item details	2	Issue of Tender Documents	From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)	3	Due Date of Offer Submission	Date: 27.05.2025 Time: 13:45 hrs https://eprocurebhel.co.in/nicgep/app	4	Opening of Tender (Techno-Commercial Bid, Part-1)	Date: 27.05.2025 Time: 14.00 Hrs Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only	5	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information.	
Salient Details of Notice Inviting Tender (NIT)																							
Sl no.	Issue	Description																					
1	Item details	As per Annexure- Item details																					
2	Issue of Tender Documents	From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)																					
3	Due Date of Offer Submission	Date: 27.05.2025 Time: 13:45 hrs https://eprocurebhel.co.in/nicgep/app																					
4	Opening of Tender (Techno-Commercial Bid, Part-1)	Date: 27.05.2025 Time: 14.00 Hrs Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only																					
5	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information.																					

45	E-Procurement Portal Inputs: Procedure for Submission of Offer for E – Tender-Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal https://eprocurebhel.co.in/nicgep/app. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same. Hardware and Software requirements for participating in e-tender Please refer the website for the minimum system requirements and setting document for Bidders under the link: https://eprocurebhel.co.in/nicgep/app Digital Signature: To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website https://www.bhel.com NIC portal Helpdesk Contacts For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 0120-4200 462 0120-4001 005 0120-6277 787 Email Support Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical - support-eproc@nic.in Note: Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained and shall be out rightly rejected. SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.	
43	Enclosure: Annexure- (Item details) Annexure- PQR Annexure-QP Annexure-Quality Requirement Annexure-TDC Annexure- sub vendor questionnaire Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: Non -Disclosure Certificate Annexure-8: Integrity Pact Annexure-9: Annexure NDA (Non-Disclosure Agreement) Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL Annexure- 12: Declaration reg. minimum local content in line with revised public procurement Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Annexure-14: Bank Account Details for E-Payment Annexure-15: Power of Attorney for submission of tender. Annexure-16: Proforma of Bank Guarantee for Earnest Money. Annexure-17: Proforma of Bank Guarantee for Performance Security. Annexure-18: List of Consortium Bank.	

TENDER DOCUMENTS

Vendor's Signature and seal

TENDER DOCUMENTS

Annexure-Item Details

Sl. No.	Item description	Material Code	Quantity (Nos.)	Delivery schedule
1.	DRG: 01050230600 REV: 00 FINISH MACHINED HP INNER CASING AS PER DRAWING NO. 01050256903-01, 01050230600, SPECIFICATION HW19683, TECHNICAL & DELIVERY CONDITION AS PER TDC-F-01050230600 AND ALL THE DRAWINGS / SPECIFICATIONS AS CALLED FOR IN TDC-F-01050230600. SPEC: HW19683 REV: 02	W90310502276	2	30.08.2026 30.12.2026

 HARIDWAR	Technical Delivery Condition for procurement of finish component / assembly	TDC-F- 01050230600-0 Rev. No. 01 Page 1 of 6
--	--	--

**Procurement of Finish machined H. P. Inner Casing of 800 MW Steam Turbine
(with stelliting operation)**

H.P. Inner Casing for 800 MW Steam Turbine in completely finish machined condition alongwith blade grooves machining, is proposed to be procured as per machining details & technical requirements furnished in drawing no. 01050230600 (Sheet 1, 2, 3, 4 & 5) and groove plan drawing No. 91010732552. Scope of work for supply of finish machined HP Inner Casing includes the following:

- A. The casting for HP Inner Casing is in two halves. The same is to be manufactured as per the BHEL material specification HW19683 and casting drawing no. 01050256903, Var.01.
- B. Casting to be manufactured by BHEL approved source. The source shall be approved by BHEL at the time of technical bid evaluation. Casting supplier shall get manufacturing plan, quality plan, NDE Scan plan and Keel block location approved by BHEL prior to start of manufacturing. Keel blocks as per specification are to be sent to BHEL alongwith the casing, duly identified by BHEL / authorized Third Party Inspection Agency (TPIA).
- C. Rough machined castings with sufficient allowance for finish machining as defined in drawing shall be got inspected by BHEL / authorized Third Party Inspection Agency, in line with approved Quality Plan. Further operations shall be carried out only after clearance from BHEL.
- D. HP Inner Casing finished machined as per Item No. 1 and 2 of CBOM 01050230600. No other items of CBOM are in the scope of supply.
- E. Finish machining of the casing shall be done by a machining center duly approved by BHEL at the time of technical bid evaluation.
- F. Hard face welding of Stellite-21 as per details 1, 2 and 3 of drawing 01050230600 (sheet no. 3) to be carried out as per TLV997401. Agency carrying out the stelliting operation must be got approved from BHEL at the time of technical evaluation of bid.
- G. Before start of operation, the stelliting firm to submit the following documents to BHEL for its approval:
 - (a) Relevant WPS, PQR and WPQ
 - (b) Detailed methodology/ procedure for hardface welding in the narrow groove of the enquired job using mechanized arc welding machine.
- H. BHEL/BHEL nominated TPIA shall verify the Stress Relieving Time-Temperature graph alongwith witnessing of DP Test after rough machining of hard-faced welded groove. Further operations shall be carried out after clearance from BHEL.
- I. Machining should be carried out taking care of rough machined Casting drawing as well as finish machined drawing. Technical requirements specified in the rough machined drawing should be taken care of before carrying out finish machining.
- J. No flaws like blow holes, shrinkage, inclusions etc. should open up during machining. However, if any flaw opens up during machining, vendor shall immediately intimate detail and location of flaw and corrective action proposed. Further machining will be suspended till BHEL approves corrective action.
- K. Hydraulic test for Chamber -1 and -2 should be performed by the supplier in accordance with Section LL, Section X2-X2, I-I, I1- I1 & Table given in drawing 01050230600 (Sheet No. 4), as per HW0981001. The test pressure, duration, and test agent are specified in Table in the drawing. Technological fixture required for carrying out this Hydraulic Test to be arrange by vendor.
- L. To carryout vertical boring operation, two halves of the casings are to be assembled together with technological joint plane fasteners and taper pins. Supplier should arrange all technological fasteners for assembling casing halves for machining. These fasteners are not to be dispatched with HP Inner Casing. Supplier to ensure that half bore error should not be more than 0.020 mm.

 HARIDWAR	Technical Delivery Condition for procurement of finish component / assembly	TDC-F- 01050230600-0 Rev. No. 01 Page 2 of 6
--	--	--

M. Machining of inner contour, blade groove & seal grooves shall be carried out as per "Groove Plan H.P. Turbine" drawing no. 9-10107-32552.

- I. Machining of Inner contour including blade grooves and sealing grooves involves critical dimensions with close tolerances. Vendor to strictly meet all dimensions as per drawing requirements.
- II. Detail dimensions of each stage Blade groove are given in their respective Groove Drawings (as listed in Table.1). Vendor to meet all the dimensions, tolerances including surface finish, perpendicularity and cylindricity as per respective drawing requirements.
- III. Vendor to meet Surface finish, Radial Runouts and cylindricity as per drawing 01010750061 mentioned in Technical Requirement no. 3 of groove plan drawing no. 9-10107-32552.

The groove plan drawing provides details for the grooves to be machined in the H.P. Inner Casing. The drawing numbers for the blade grooves in the casing are listed below:

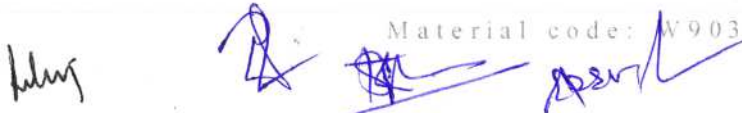
Stage Range	Groove Drawing No.
Stage 2-4	31010705512
Stage 5-6	31010730012
Stage 7	31010705512
Stage 8	31010730014
Stage 9	31010730013
Stage 10	31010705512
Stage 11-12	31010730012
Stage 13	31010705512
Stage 14-16	31010730012
Stage 17	31010705512
Stage 18-19	31010730012
Stage 20	31010705512

Table.01

All the axial dimensions in specified tolerances are to be maintained from reference plane. The blading, seal strip fitting and subsequent machining will be done by BHEL, Haridwar at BHEL works.

N. Special care to be exercised with respect to the following points and party to confirm adherence to the same point-wise while submitting the offer: -

1. Supplier must ensure that all requirements indicated in the drg. regarding:
 - a. Surface finishes (Ra value indicated in microns)
 - b. Sizes and tolerances
 - c. Geometrical accuracies e.g. run-outs, concentricity, parallelism, perpendicularity etc. shall be fully met.
 - d. Reference surfaces are clearly marked in the concerned drawings.
2. A **specific certificate for steam tightness of horizontal joint** as called for in **NOTE** for Steam Tightness on drawing 01050230600; sheet no. 1 is to be submitted along with the supply.
3. All technical requirements listed in the drawings shall be fully met.
4. Vendor to provide manufacturing process plan to BHEL for information. However, manufacturer should assume full responsibility for correctness and completeness of manufacturing plan as per drawing and TDC requirements.
5. One complete set of all relevant drawings and product standards shall be furnished to the supplier for submitting the offer. Drawings and documents furnished to vendor as per Annexure-I should be treated as BHEL property. Strict confidentiality is to be maintained and under no circumstances these





HARIDWAR

Technical Delivery Condition for procurement of finish component / assembly

TDC-F- 01050230600-0
Rev. No. 01

Page 3 of 6

documents or copy of these should be transferred to third party without express permission of BHEL. List of drawing / Standard is enclosed at Annexure-I. On completion of supply, these documents must be returned to BHEL. All dimensions in drawings are in mm (millimeters).

6. After finish machining, inspection report is to be submitted to BHEL for final clearance.
7. Inspection of the job at supplier's works shall be carried out by BHEL/ agency authorized by BHEL for which adequate prior notice (minimum 4weeks) shall be given by the supplier.
8. All surfaces must be protected against rust / corrosion by steam washable rust preventive suitable for six months, such as Tectyl 506 manufactured by M/s Volvoline, Germany. **PAINT IS NOT ALLOWED.**
9. Sea worthy packing of the finish machined shaft should be suitable to protect damage to machined surfaces during handling and transportation.
10. The dimensions mentioned below are to be rough machined with original drawing accuracy, leaving allowance for finish machining in BHEL. The machining vendor is to take these points into account during the machining process.

Reference (Section/View)	Dimension (in mm) as per Drawing	Dimension (in mm) to be Made
View AA (Zone-G-11, Sheet-1, Drg. No. 01050230600)	Dia. 1590h6	Machine Dia. 1600±0.5 (finish machining to be done by BHEL)
View Y (Zone-I-14, Sheet-1, Drg. No. 01050230600)	Groove width 30H11 & depth 9-0.1	Do not machine the groove (Groove machining to be done by BHEL)
	Flange Width 250±0.2	Leave a 2mm allowance on both faces. Flange width to be machined to 254±0.2.
	1770+0.1	Dimension 1772+0.1 to be machined. (finish machining to be done by BHEL)
View SS (Zone-B-15, Sheet-1, Drg. No. 01050230600)	Dia. 1599, width 30	Do not machine Dia. 1599. (machining to be done by BHEL)
	I-ring groove diameter 1540 & 1485, depth 49mm	After Stellite welding, only rough machining & DP testing to be done as per detail - 3(contour for surface crack test). (Finish Machining to be done by BHEL)
Section VV (Zone-I-14, Sheet-1, Drg. No. 01050230600) Flange Width	Dia. 1230	Machine as Dia. 1232mm. Chamfer 2x45° is not to be machined.
	Chamfer 2x45°	Chamfer 2x45° is not to be machined.

 HARIDWAR	Technical Delivery Condition for procurement of finish component / assembly	TDC-F- 01050230600-0 Rev. No. 01 Page 4 of 6
---	--	--

Sequential operations for Machining Operation:

1. **Horizontal Boring:**

- a) Rough machining of joint plane of upper half of the casing including joint plane holes.
- b) Rough machining of joint plane of lower half of the casing.
- c) Transfer marking of joint plane holes from upper half to lower half.
- d) Drill & tapping of joint plane holes in lower half.

2. Assembly of upper & lower half of the casing.

3. Drilling & Reaming of taper pin holes in assembled condition of the casing. Fit taper pins into the holes.

4. **Vertical Boring:** Rough vertical boring and machining of Pre-Stelliting I-Ring groove of assembled casing as per drawing.

5. Dismantling of casing halves.

6. Hydraulic testing of the casing halves shall be done as per pressure test requirements in the Drawing (Sheet No-4)

7. Groove Stelliting in both halves as per Drawing and Inspection.

8. Rough Machining of Stellited Groove as per "Contour for surface Crack test" in both halves and Inspection.

9. **Horizontal Boring:** Finish machining of joint plane of upper & lower half.

10. **Colour Matching:** Colour matching of joint plane of upper & lower half as per technical requirement note-1 of the Drawing No. 01050230600.

11. Assembly of upper & lower half of the casing.

12. Re-reaming of taper pin holes & fit taper pin into the holes.

13. **Vertical Boring:** Finish vertical boring of assembled casing as per drawing & TDC requirements.

14. **Horizontal Boring:** Drilling & reaming of cylindrical pin holes in assembled condition of the casing.

15. Dismantling of casing halves.

16. **Horizontal Boring:**

- a) Upper Half: details machining as per drawing.
- b) Lower Half: details machining as per drawing.



 HARIDWAR	Technical Delivery Condition for procurement of finish component / assembly	TDC-F- 01050230600-0 Rev. No. 01 Page 5 of 6
--	--	--

ANNEXURE-I

List of drawings / standards to be referred

1. HP Inner Casing (Finish Machined Drawing): 01050230600 (4 sheets)
2. Casting for HP Inner Casing (Rough Machined): 01050256903 Var.01
3. Groove Plan HPT: 91010732552
4. Blade Groove (Stage 2-4, 7, 10, 13, 17, 20): 31010105512
5. Blade Groove (Stage 5, 6, 11, 12, 14-16, 18, 19): 31010730012
6. Blade Groove (Stage 8): 31010730014
7. Blade Groove (Stage 9): 31010730013
8. Surface finish, Runout and Cylindricity requirement in Groove Machining: 01010750061
9. Material Specification: HW19683
10. Specification for Stellite-21: TLV997401
11. BHEL Standard: ST01013, HW0620099, HW0400397
12. Quality Level as per: TLV3930 32, DPTLV-00000238, DPTLV-00000239, HW0980832
13. Log Sheet: 01050230600 LS
14. Log Sheet: 9-10107-32552 LS

Note: Drawing & documents specified in the Annexure-I may undergo minor revisions, however, quantum of machining will remain same with minor variation. If any drawing undergoes revision, it shall be communicated to supplier at the earliest for which any sort of claim is not to be raised.

 HARIDWAR	Technical Delivery Condition for procurement of finish component / assembly	TDC-F- 01050230600-0 Rev. No. 01 Page 6 of 6
---	--	--

SL.NO.	PARA NO.	NATURE OF CHANGE	REV. NO.	REVISION DATE	SIGNATURE

Technical Pre - Qualification Requirements:

Procurement of Finish machined H. P. Inner Casing with stelliting (01050230600) of 800 MW Steam Turbine

Bidder to fill in response against Sl. No. 1. For Sl. No. 2, 3, 4 of PQR – respective manufacturer alongwith bidder to provide point wise confirmation and data with relevant document along with their offer.

Sl. No.	Qualification requirement	Documents to be submitted	Bidder's response
1	Bidder's Role: The bidder can be any one of the following: (a) A company having both casting manufacturing (i.e., in-house moulding and pouring facility) and precision machining facility. Stelliting operation can be done either in-house or through outsourcing. (b) A Casting Manufacturer (a company having in-house moulding and pouring facility) with tie-up with a company having Precision Machining Facility. Stelliting operation can be done either in-house or through outsourcing. (c) A company having precision machining facility with a tie-up with a casting manufacturer. Stelliting operation can be done either in-house or through outsourcing.	Bidder must specify the role (tick whichever is applicable) 1a ☐ 1b ☐ 1c ☐ Bidder to provide relevant agreements with the casting manufacturer and/or company having Precision Machining Facility and/or stelliting source (as applicable).	
2	Pre-qualification requirement for a casting manufacturer (in role of the bidder and/or a tie-up partner of bidder):		
2a	Casting manufacturer must have successfully manufactured and supplied at least one steel casting in material grade GX12CrMoVNB9-1 or GX12CrMoWVNB10-1-1 or equivalent/higher steel grade with weight (single piece without any fabrication) at least 16 MT in last 10 years from date of tender issue.	1. Purchase order copy along with invoice copy for supply of casting satisfying the given criteria. 2. Test certificates of castings supplied meeting criteria mentioned. The TC must contain details of chemical composition, mechanical properties, NDT and heat treatment. 3. Any document corroborating the weight of casting supplied	
2b	Casting manufacturer to submit a certificate from its customer for successful performance of supplied castings in grade GX12CrMoVNB9-1, used for application temperature $\geq 500^{\circ}\text{C}$, for a minimum period of 5 years. In absence of performance feedback, creep rupture data for minimum 1000 hours at temperature of 600°C and stress 150MPa or equivalent parameter is to be submitted.	Performance feedback / Creep rupture data, if available, to be submitted.	
2c	In case of non-availability of performance feedback / creep rupture data as required in 2b, casting manufacturer has to agree to carry out creep rupture test on identified sample identified from ordered casting for minimum 1000 hours at a temperature 600°C and stress	Casting manufacturer to agree and confirm.	

Sl. No.	Qualification requirement	Documents to be submitted	Bidder's response
	150MPa at any NABL accredited lab. Dispatch clearance shall be subjected to successful creep test.		
2d	Casting manufacturer must have adequate in-house melting, moulding and handling facilities for manufacturing of castings enquired.	Details of in-house facility for melting, moulding and handling of castings.	
2e	Casting manufacturer to confirm that they have in-house rough machining and heat treatment facilities or the same is to be outsourced. Outsourcing is permitted to be done by casting manufacturer only.	In-house facility Details to be submitted. In case of outsourcing, details of outsourcing agency along with its facilities to be submitted	
2f	Casting manufacturer to confirm that they have all testing facility (in house / outsourced) to carry out testing as per applicable casting drawing and specifications. In case of outsourcing of any testing, same to be got done through NABL/ILAC accredited lab. Outsourcing is permitted to be done by casting manufacturer only.	Casting manufacturer to confirm	
2g	Enquiry casting is required to be manufactured as per drawing and specifications (with all cross-referred standards) provided with enquiry.	Casting manufacturer to confirm	
3	pre-qualification requirement for a company having precision machining facility (in role of the bidder and/or a tie-up partner of bidder):		
3a	Machining experience: The company having precision machining facility must have experience of machining large castings/ forging / fabricated components in last 10 years from date of tender issue, complying following parameters: A) Experience of Turning operations with following parameters: - Job Inner Dia. 1225 or more. - Surface finish value Ra 3.2 µm or better. - Run-out values 0.02mm or better. (B) Experience of machining Joint Plane / Face on Horizontal Boring machine with following parameters: - Machine Face Size – 3315 mm x 1600 mm or more. - Face Run out - 0.05mm or better. - Surface finish of Ra 1.6 µm or better. These Horizontal Boring operations can also be done on suitable Gantry Milling Machine. Machining company to provide the details.	i) PO copy(ies) of job orders fulfilling the requirement of specified in Point No. A & B. ii) Acceptance of the machining work of above PO(s) in form of either inspection certificate(s) duly accepted/ certified by customer/its Third-Party Inspector. The inspection certificate(s) should cover all parameters as specified in (A) and (B). The drawing of the component machined may also be submitted.	

Sl. No.	Qualification requirement	Documents to be submitted	Bidder's response
	Above experiences requirements (A & B) can be covered in a single job or in multiple jobs. Documentary proof of above to be submitted accordingly with their offer.		
3b	The company having precision machining facility should have following facilities (as described in 3b(i), (ii), (iii) installed & operational at their works for carrying out machining of the enquiry component. Company having machining facility to confirm that machines are available at their works & are in good working condition with capability of achieving accuracies, surface finish & tolerances as per drawing requirements.	Machining company to confirm.	
3b(i)	Turning / Vertical Boring Operation:- CNC Vertical Boring Machine, suitable for Vertical Boring of HP Inner Casing as per drawing & T.R.'s requirement. Machine Requirement: (a) Table diameter of machine = 2500 mm or more. (b) Maximum Turning Height of job = 3500 mm or more. (c) Ram Stroke = 2800 mm or more (d) Weight capacity of machine = 45 Tons or more.	(a) Machining company to confirm. (b) Machining company to provide machine details / specification for referred operation. (c) Machining accuracy details and its supporting documents to be submitted.	
3b(ii)	Horizontal Boring work:- a. Machining company must have suitable CNC Horizontal Boring machine with suitable attachments for machining of different details, holes, Threaded holes, Slots etc. as per Drg. and TDC. Required Machine details as below : I. X-Axis : 4000 mm or more. II. Y-Axis : 3500 mm or more. III. Table Size : 3000 mm x 3000 mm or more IV. Table Weight Capacity – 45 Ton or more equipped with CNC Facing & Boring Head b. Machining company must have suitable machine for drilling of 4 Nos. deep holes Dia. 65 as per details specified in Drg. SEC-XB & SEC- XC-XC.	(a) Machining company to confirm. (b) Machining company to provide machine details / specification for referred operation. (c) Machining company to provide machine accuracies details and its supporting documents. Machining company to confirm and provide machine details and provide drilling facility details.	
3b(iii)	Fitting work:- Machining company must have suitable facility / arrangement for different fitting / assembly works to be done as per drawing & TR.	Machining company to confirm.	
3c	Machining company must have suitable tooling / facility such as Marking Table / Machine Bed etc. in good working condition, to facilitate marking / transfer marking of job (as Material Code: W90310502276	Machining company to confirm.	

Sl. No.	Qualification requirement	Documents to be submitted	Bidder's response
	required). Machining company must have suitable facility for lifting / handling the subject job.		
3d	Machining company must have suitable facility for lifting / handling the subject job. I. Big Hook Capacity = 45 Tons or more, <i>along with suitable auxiliary hook.</i>	Machining company to confirm.	
3e	The machining company must have adequate inspection facility suited to inspect fully machined casting	Machining company to confirm and submit details of inspection facilities	
3f	Machining company to note that all tools, measuring equipments, technological items etc. required for manufacturing of subject item shall be arranged by them, in case of order.	Machining company to confirm.	
3g	Machining company to confirm that all the dimensions, accuracies & surface finish of the component shall be met as per Technical Requirements, drawings and TDC.	Machining company to confirm.	
3h	BHEL reserves the right to verify the information provided by Machining company. BHEL may also visit Machining company works if so desired by BHEL. In case, the information provided by Machining company is found to be false/ incorrect, the offer shall be rejected.	Machining company to confirm.	
4	Pre-qualification requirement for a company having stellingiting facility:		
4a	The stellingiting firm must have experience of carrying out hardfacing using mechanized arc welding (SMAW, GMAW, SAW, GTAW, PTAW) with filler material of Stellite 21 (CoCr-E)/ Stellite 6 (CoCr-A) / Stellite 12 (CoCr-B) / Alloy 625 (Inconel 625) over base material of high alloy steel, for e.g., X22CrMoV12-1, X10CrMoVNb9-1, X12CrMoWVNbN10-1-1, X19CrMoVNbN11-1, X13CrMoCoVNB9-2-1, GX10CrMoVNb9-1, GX12CrMoWVNbN10-1-1, etc.	Valid WPS & PQR (Performance Qualification Record) developed by the stellingiting firm for the specified filler material-base metal combination, duly endorsed by third party inspector.	
4b	Stellingiting firm to confirm that they have adequate in-house facility for hardfacing: mechanized arc welding machine (SMAW / GMAW / SAW / GTAW / PTAW) and furnace (capable of temperature of 800 deg C or above) for heat treatment/PWHT to suit the job. To establish capability of carrying out hard-facing welding in narrow groove, stellingiting firm to carry out the mock-up of welding on small Carbon steel test piece having same welding groove as of HP Inner Casing.	Stellingiting firm to confirm adequacy of equipment and also provide details of arc welding and heat treatment/PWHT facility (size, maximum operating temperature, etc) to be submitted. Photograph/video of mock-up trial to be submitted. BHEL reserves the right to verify the manufacturing facilities and above welding trial at the stellingiting firm works.	

[Handwritten signature] *[Handwritten signature]* *[Handwritten signature]*

Sl. No.	Qualification requirement	Documents to be submitted	Bidder's response
4c	Stelliting Firm must have either in-house facilities or outsourced through NABL accredited laboratory for carrying out hardness and UP test as per specification.	Stelliting firm to confirm	
4d	In case of order placement and before start of work on actual job, stelliting firm to submit following documents for approval of BHEL: Applicable WPS (Welding Procedure Specification), PQR (Performance Qualification Record) & WPQ (Welder Performance Qualification) as per enquired jobs, duly approved by third party inspector. All testing required in WPS/PQR qualification should be got done through NABL accredited laboratory only.	Stelliting firm to confirm for submission of document after placement of order.	
4e	The firm must confirm to carry out stelliting as per enquiry specification and drawing without any deviation	Stelliting firm to confirm	

Stelliting
18/01/25

WPS
18/01/25

PQR
18/01/25

PQR
18/01/25

Stelliting
18/01/25

Annexure- QP

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL		
BHEL	VENDOR'S NAME	ITEM	HP INNER CASING (AS PER PO)		QP NO.	QA/CF/QP/ST052/001						
				REV	00							
		DRG. NO.	AS PER PO									
		SPEC.	HW19683									
		REV	AS PER PO									
					Page 1 of 3							
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
									M	B	N	
1	2	3	4	5	6	7	8	9	D	10		11

A	CASTING FROM END CUSTOMER APPROVED VENDORS ONLY.												
1.	MELT ANALYSIS	CHEMICAL COMPOSITION	CRITICAL	CHEMICAL	EACH HEAT	BHEL SPEC	BHEL SPEC	TC	√	P	W		Pouring witness
2.	HEAT TREATMENT	TIME-TEMP. CONTROL	MAJOR	TIME-TEMP. CHART	100%	BHEL SPEC	BHEL SPEC	TC	√	P	V		
3.	MARKING	IDENTIFICATION OF CASTING & KEEL BLOCK	MAJOR	VISUAL	100%	BHEL SPEC	BHEL SPEC		√	P	W		PHOTO/ SKETCH OF TEST-coupon TO BE MADE PART OF TCs
4.	MECHANICAL TESTING	TENSILE, IMPACT	MAJOR	MECHANICAL	PER CASTING	BHEL SPEC	BHEL SPEC	IR	√	P	V		
5.	ROUGH MACHINING	DIMENSIONS	MAJOR	MEASUREMENT	100%	BHEL SPEC & DRAWING	BHEL SPEC & DRAWING	IR		P	-		
6.	PRELIMINARY NDT	MPI/UT / RT	MAJOR	NDT	100%	BHEL SPEC DRAWING	BHEL SPEC & DRAWING & BHEL APPROVED NDT SCAN PLAN	IR	√	P	W		
7.	Welding are only allowed after approval from BHEL in written form. (applicable, in case of defects)												
8.	DEFECT EXCAVATION (applicable, in case of defects)	PHOTOS OR SKETCHES OF EXCAVATIONS TO BE WELDED	MAJOR	VISUAL MPI	100%	BHEL SPEC	BHEL SPEC, BHEL APPROVED DEFCTOGRAM	TC	√	P	V		
9.	WELDING (applicable, in case of rectification welding)	REPAIR WELDING as per BHEL approved WPS & PQR	MAJOR	VISUAL MPI	10%	BHEL SPEC	BHEL APPROVED WPS & PQR	WELD REPAIR RECORD	√	P	V		WPS & PQR TO BE SUBMITTED TO BHEL. A CERTIFICATION TO BE GIVEN IN TC THAT WELDING IS PERFORMED ACCORDING TO WPS BY CERTIFIED WELDER.

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR	I B KUMAR QA BHEL	ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN							TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	HP INNER CASING (AS PER PO)		QP NO.	QA/CF/QP/ST052/001									
		REV			00										
		DRG. NO.	AS PER PO												
		SPEC.	HW19683												
		REV	AS PER PO				Page 2 of 3								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS		FORMAT OF RECORDS		AGENCY			REMARKS
											M	B	N		
1	2	3		4	5	6	7	8		9	D	10			11

10.	Intermediate STRESS RELIEVING (applicable, in case of rectification welding)	TIME-TEMP. CONTROL	MAJOR	TIME-TEMP. CHART	100%	BHEL SPEC	BHEL SPEC and BHEL APPROVED WPS / PQR,	TC	√	P	V	-	
11.	WELD HARDNESS (applicable, in case of rectification welding)	HARDNESS SURVEY OF WELD REPAIR	MAJOR	HARDNESS	sample basis as per spec	BHEL SPEC	BHEL SPEC	TC	√	P	W		
12.	Final STRESS RELIEVING	TIME-TEMP. CONTROL	MAJOR	TIME-TEMP. CHART	100%	BHEL SPEC	BHEL SPEC	TC	√	P	V	-	
13.	FINAL INSPECTION									P			
14.		VISUAL	MAJOR	VISUAL	100%	BHEL SPEC & DRAWING	BHEL SPEC & DRAWING	TC	√	P	W		
15.		MPI / DP (from inside & outside)	MAJOR	NDT	100%	BHEL SPEC	BHEL SPEC	TC	√	P	W		
16.		UT/RT	MAJOR	NDT	100%	BHEL SPEC	BHEL SPEC	TC	√	P	W*		*REVIEW OF RT FILM
17.		MECHANICAL TEST	MAJOR	MECHANICAL	as per spec	BHEL SPEC	BHEL SPEC	TC	√	P	W		
18.		CHEMICAL COMPOSITION	CRITICAL	CHEMICAL	EACH HEAT	BHEL SPEC	BHEL SPEC	TC	√	P	W		
19.		DIMENSIONS INCLUDING CHECK OF WALL THICKNESS BY UT	MAJOR	MEASUREMENT	100%	BHEL SPEC & DRAWING	BHEL SPEC & DRAWING	TC	√	P	W		

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR	I B KUMAR QA BHEL	ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN							TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	HP INNER CASING (AS PER PO)		QP NO.	QA/CF/QP/ST052/001									
		REV			00										
		DRG. NO.	AS PER PO												
		SPEC.	HW19683												
		REV	AS PER PO				Page 3 of 3								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS	
										M	B	N			
1	2	3		4	5	6	7	8	9	D	10			11	

20.		CHECKING OF GROOVE FOR WELD OVERLAY DEPOSITION HARD FACED MATERIAL/STELLITING (BUFFER LAYER) (IF APPLICABLE)	MAJOR	MEASUREMENT	100%	BHEL SPEC & DRAWING	BHEL SPEC & DRAWING	TC	√	P	W			
21.	RUST PREVENTION, IDENTIFICATION & PACKING		MAJOR	PHYSICAL		BHEL SPEC	BHEL SPEC		√	P	W			
22.	FINAL CLEARANCE FOR CASTING MANUFACTURER		MAJOR			BHEL SPEC	BHEL SPEC	TCs		P	V			Refer note-1&3
B	MACHINING AND STELLITING OF HP INNER CASING TO BE DONE AT END CUSTOMER APPROVED VENDNORS ONLY. FINAL CLERANCE FROM BHEL QC-SM TO BE TAKEN PROIR TO MACHINING OF CASTING AT END CUSTOMER APPROVED VENDOR WORKS.													
B1	IF APPLICABLE AS PER ORDERING DOCUMENTS (clauses 23 to 35 shall be followed): (QUALITY PLAN FOR WELD OVERLAY DEPOSITION OF HARD FACED MATERIAL(STELLITING) (BUFFER LAYER+ SUBSEQUENT LAYERS) AS PER DRAWING													
23.	MACHINING BEFORE WELD OVERLAY DEPOSITION HARD FACED MATERIAL (BUFFER LAYER), (IF GROOVE WAS NOT MACHINED AT CASTING MANUFACTURER)	CHECKING OF GROOVE FOR WELD OVERLAY DEPOSITION HARD FACED MATERIAL (BUFFER LAYER)	MAJOR	MEASUREMENT	100%	BHEL DRAWING	BHEL DRAWING	TC	√	P	W			
24.	ELECTRODES/STELLITE ARE TO BE PROCURED FROM BHEL ACCEPTED SOURCES ONLY.													

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR	I B KUMAR QA BHEL			APPROVED BY

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN						TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	HP INNER CASING (AS PER PO)		QP NO.	QA/CF/QP/ST052/001								
		REV			00									
		DRG. NO.	AS PER PO											
		SPEC.	HW19683											
		REV	AS PER PO		Page 4 of 3									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N		
1	2	3		4	5	6	7	8	9	D	10			11

25.	WPQ/ WPS / PQR FOR WELD OVERLAY DEPOSITION HARD FACED MATERIAL (BUFFER LAYER) BEFORE START OF FURTHER MANUFACTURING.	WPQ/WPS/ PQR (BEFORE START WELD OVERLAY DEPOSITION HARD FACED MATERIAL (BUFFER LAYER)	MAJOR	VERIFY	100%	BHEL DRAWING & SPEC	BHEL DRAWING & SPEC	BHEL APPROVE D WPQ/ WPS / PQR	√	P	V/ W		
26.	VERIFICATION OF EARLIER BHEL APPROVED PROCESS QUALIFICATION RECORD, ELSE, PROCESS QUALIFICATION TO BE WITNESS BY BHEL (ON SAMPLE) AND APPROVAL OF WPQ, WPS & PQR FROM BHEL IS REQUIRED BEFORE START OF FURTHER MANUFACTURING.	PROCESS QUALIFICATION	MAJOR	VERIFY	100%	BHEL DRAWING & SPEC	BHEL DRAWING & SPEC	BHEL APPROVE D WPQ/ WPS / PQR	√	P	V/ W		
27.	PRE HEATING	PRE HEATING	MAJOR	VERIFY	100%	BHEL APPROVED WPS/PQR	BHEL APPROVED WPS/PQR	OBERVAT ION SHEET	√	P	V		
28.	WELD OVERLAY DEPOSITION HARD FACED MATERIAL (BUFFER LAYER)	WELD OVERLAY DEPOSITION HARD FACED MATERIAL (BUFFER LAYER)	MAJOR	PROCESS	100%	BHEL ORDERING DRAWING & SPEC. AND BHEL APPROVED WPS / PQR	BHEL ORDERING DRAWING & SPEC. AND BHEL APPROVED WPS / PQR	OBERVAT ION SHEET		P	V		

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR	I B KUMAR QA BHEL	ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN						TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	HP INNER CASING (AS PER PO)		QP NO.	QA/CF/QP/ST052/001									
		REV			00										
		DRG. NO.	AS PER PO												
		SPEC.	HW19683												
		REV	AS PER PO		Page 5 of 3										
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS		FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N			
1	2	3		4	5	6	7	8		9	D	10			11

29.	WPQ/ WPS / PQR FOR WELD OVERLAY DEPOSITION HARD FACED MATERIAL ((SUBSEQUENT LAYERS)) BEFORE START OF FURTHER MANUFACTURING.	WPQ/WPS/ PQR ((BEFORE START WELD OVERLAY DEPOSITION HARD FACED MATERIAL ((SUBSEQUENT LAYERS))	MAJOR	VERIFY	100%	BHEL DRAWING & SPEC	BHEL DRAWING & SPEC	BHEL APPROVE D WPQ/ WPS / PQR	√	P	V/ W		
30.	VERIFICATION OF EARLIER BHEL APPROVED PROCESS QUALIFICATION RECORD, ELSE, PROCESS QUALIFICATION TO BE WITNESS BY BHEL (ON SAMPLE) AND APPROVAL OF WPQ, WPS & PQR FROM BHEL IS REQUIRED BEFORE START OF FURTHER MANUFACTURING.	PROCESS QUALIFICATION	MAJOR	VERIFY	100%	BHEL DRAWING & SPEC	BHEL DRAWING & SPEC	BHEL APPROVE D WPQ/ WPS / PQR	√	P	V/ W		
31.	PRE HEATING	PRE HEATING	MAJOR	VERIFY	100%	BHEL APPROVED WPS/PQR	BHEL APPROVED WPS/PQR	OBERVAT ION SHEET	√	P	V		
32.	WELD OVERLAY DEPOSITION HARD FACED MATERIAL ((SUBSEQUENT LAYERS))	WELD OVERLAY DEPOSITION HARD FACED MATERIAL ((SUBSEQUENT LAYERS))	MAJOR	PROCESS	100%	BHEL ORDERING DRAWING & SPEC. AND BHEL APPROVED WPS / PQR	BHEL ORDERING DRAWING & SPEC. AND BHEL APPROVED WPS / PQR	OBERVAT ION SHEET		P	V		

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR	I B KUMAR QA BHEL	ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN						TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	HP INNER CASING (AS PER PO)		QP NO.	QA/CF/QP/ST052/001								
		REV			00									
		DRG. NO.	AS PER PO											
		SPEC.	HW19683											
		REV	AS PER PO		Page 6 of 3									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N		
1	2	3		4	5	6	7	8	9	D	10			11

33.	POST WELD HEAT TREATMENT	PWHT	MAJOR	VERIFY	100%	BHEL APPROVED WPS/PQR	BHEL APPROVED WPS/PQR	HT GRAPH / TC	√	P	V		
34.	NDT	NDT	MAJOR	NDT	100%	BHEL ORDERING DRAWING & SPEC.	BHEL ORDERING DRAWING & SPEC.	REPORT	√	P	W		
35.	DIMENSION AFTER WELD OVERLAY DEPOSITION HARD FACED MATERIAL (SUBSEQUENT LAYERS)	DIMENSION AFTER WELD OVERLAY DEPOSITION HARD FACED MATERIAL (SUBSEQUENT LAYERS)	MAJOR	MEASUREMENT	100%	AS PER TDC	AS PER TDC	OBSERVATION SHEET	√	P	W		FINISH MACHINING OF GROOVE SHALL BE DONE AT BHEL.
36.	APPROVAL OF HYDRO TEST PROCEDURE FROM BHEL ENGG/TECHNOLOGY									P	V		
37.	HYDRAULIC TESTING OF CHAMBER 1 & CHAMBER 2	HYDRAULIC TESTING OF CHAMBER 1 & CHAMBER 2	MAJOR	HYDRO TEST	100%	BHEL SPEC & DRAWING	BHEL SPEC & DRAWING	OBSERVATION SHEET AND LOGSHEET	√	P	W		
38.	JOINT PLANE COLOR MATCHING & GAP MEASUREMENT	JOINT PLANE GAP MEASUREMENT IN TIGHTENED CONDITION & CHECK FOR STEAM TIGHTNESS (FEELER GAUGE & COLOR MATCHING)	MAJOR	MEASUREMENT	100%	BHEL SPEC & DRAWING	BHEL SPEC & DRAWING	OBSERVATION SHEET AND LOGSHEET	√	P	W		

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR	I B KUMAR QA BHEL			APPROVED BY

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL		
BHEL	VENDOR'S NAME	ITEM	HP INNER CASING (AS PER PO)	QP NO.	QA/CF/QP/ST052/001							
				REV	00							
		DRG. NO.	AS PER PO									
		SPEC.	HW19683									
		REV	AS PER PO			Page 7 of 3						
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
									M	B	N	
1	2	3	4	5	6	7	8	9	D	10		11

39.	MACHINED DIMENSIONS (BEFORE BLADE GROOVE MACHINING) INCLUDING ON MACHINE DIMENSIONS	DIMENSIONS	MAJOR	MEASUREMENT	100%	BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC	OBSERVATI ON SHEET / LOGSHEET	√	P	W		
40.	MACHINED DIMENSIONS (AFTER BLADE GROOVE MACHINING) INCLUDING ON MACHINE DIMENSIONS	DIMENSIONS (INCLUDING WALL THICKNESS BY UT)	MAJOR	MEASUREMENT	100%	BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC	OBSERVATI ON SHEET / LOGSHEET	√	P	W		
41.	JOINT PLANE HOLES & OTHER HOLES AND ITS SIZE	CHECKING OF NO. OF HOLES, ITS LOCATION AND SIZE	MAJOR	MEASUREMENT	100%	BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC	OBSERVATI ON SHEET AND LOGSHEET	√	P	W		
42.	RUST PREVENTION, VISUAL, IDENTIFICATION & PACKING	RUST PREVENTION, VISUAL, IDENTIFICATION & PACKING	MAJOR	VISUAL PHYSICAL	100%	BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC		√	P	W		
43.	FINAL CLEARANCE		MAJOR			BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC	TCs		P	V		Refer note-1 , 2 and 3

NOTE-1 : TEST CERTIFICATES SHALL BE SUBMITTED BY THE VENDOR WITH CLEAR MARKING OF QP CLAUSE NUMBER AT THE TOP OF THE EACH PAGE. ALSO, TEST CERTIFICATES SHALL BE ARRANGED QP CLAUSE WISE.

2. Vendor to ensure to comply TDC (Technical Delivery Conditions) requirements

3. Keel Block duly identified and stamped by BHEL/BHEL TPIA to be sent to BHEL.

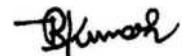
		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR	I B KUMAR QA BHEL			APPROVED BY

Annexure-Quality Requirement

Item: HP Inner Casing (Finish machined) as per TDC.

Quality Requirements

- 1) CUSTOMER CONTROLLED ITEM W.R.T. VENDOR'S APPROVAL, VENDOR/SUB-VENDOR QP APPROVAL CUSTOMER INSPECTION AT VENDOR WORKS.
- 2) Ordering shall be done on NTPC approved bidder. Vendor/sub-vendor (casting supplier) , vendor/sub-vendor(for machining of casting) and vendor/sub-vendor(for WELD OVERLAY DEPOSITION HARD FACED MATERIAL) shall also be approved by end customer. For approval of bidder, vendor and sub-vendors, Bidder has to submit completely filled NTPC formats (SUB-VENDOR QUESTIONNAIRE with all annexures and 'supply experience with end customer performance feedback'). NTPC formats shall be filled by Vendor/sub-vendor (casting supplier) , vendor/sub-vendor(for machining of casting) and vendor/sub-vendor(for WELD OVERLAY DEPOSITION HARD FACED MATERIAL) separately with all separate Annexures. During approval of vendor/Sub-vendor, if end customer comments are received on vendor proposal , bidder to provide clear and suitable replies to customer comments within 3 days of receipt of customer comment. If replies are not received from Bidder, the proposed vendor will foreclosed by BHEL/ end customer after the specified time limit.
- 3) Bidder to confirm and strictly follow the end customer approval conditions (if any).
- 4) VENDOR TO FOLLOW ATTACHED QP AT CASTING SUPPLIER END, MACHINING WORKS AND WELD OVERLAY DEPOSITION WORKS (IF APPLICABLE).
- 5) INSPECTION BY TPIA (TUV/BV/LRQA) AND END CUSTOMER AT FOREIGN VENDOR WORKS AS PER FINALLY END CUSTOMER APPROVED QP (IF AAPPLICABLE). INSPECTION BY BHEL AND END CUSTOMER AT INDIAN VENDOR WORKS AS PER FINALLY END CUSTOMER APPROVED QP.
- 6) In case of indigenous vendor works, Inspection call to be given 15 days prior scheduled inspection date. Complete TCs to be provided for issuance of inspection clearance 15 days prior to scheduled dispatch.
- 7) In case of foreign vendor works, Inspection call to be given 45 days prior scheduled inspection date. Complete TCs to be provided for issuance of inspection clearance 15 days prior to scheduled dispatch.
- 8) Bidder to ensure to engage the TPIA inspector (LRQA/TUV/BV) for BHEL interfaces at foreign vendor works. There will be approval of TPIA Inspector from end customer. Details of TPIA and TPIA inspector to be provided by bidder in the attached NTPC format, 60 days prior to scheduled inspection stage as per finally end customer approved QP.
- 9) Bidder will provide all the information/ documents in ENGLISH Language only.
- 10) BHEL/NTPC will visit the Bidder's, sub-vendor's and manufacturer's works at any time with short notice of one day.
- 11) If required, There will requirement of VC meeting with bidder, sub-vendor, manufacturer and TPIA inspector. Bidder to arrange the same, for short notice of one day by BHEL.
- 12) TEST CERTIFICATES ALONG WITH INSPECTION REPORTS (LEGIBLE AND IN ENGLISH LANGUAGE ONLY) SHALL BE SUBMITTED BY THE VENDOR WITH CLEAR MARKING OF QP CLAUSE NUMBER AT THE TOP OF THE EACH PAGE. ALSO, TEST CERTIFICATES SHALL BE ARRANGED QP CLAUSE WISE.ALSO INDEX SHEET TO BE PROVIDED BY VENDOR.



I B KUMAR
Mgr,QA



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

Table of Contents

1. GENERAL.....	1
2. ORIGIN OF QUOTATION	1
3. SUBMISSION OF TENDER.....	1
4. TENDER OPENING.....	2
5. SPECIFICATION, DRAWINGS & STANDARD	2
6. PRICE SCHEDULE.....	3
7. REVERSE AUCTION.....	3
8. DELIVERY TERMS	3
9. LD FOR LATE DELIVERY	4
10. PAYMENT TERMS.....	4
11. TAXES & DUTIES.....	5
12. BANK GUARANTEE.....	6
13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS	6
14. QUALITY REQUIREMENT.....	6
15. VALIDITY	6
16. RIGHT OF ACCEPTANCE	6
17. TRANSIT INSURANCE	7
18. RISK PURCHASE	7
19. FORCE MAJEURE CLAUSE.....	7
20. NON-DISCLOSURE AGREEMENT	8
21. SETTLEMENT OF DISPUTES / ARBITRATION.....	8
22. WHARFAGE / DEMURRAGE RESPONSIBILITY.....	8
23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS	8
24. INFORMATION TO THE BIDDERS	10
25. MAKE IN INDIA (GOVT-NOTIFICATION)	10
26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017	12
27. NOTE.	12

1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- they have controlling partner (s) in common; **or**
- they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- they have the same legal representative/agent for purposes of this bid; **or**
- they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - The principal manufacturer directly or through one Indian agent on his behalf; and
 - Indian/foreign agent on behalf of only one principal;**or**
- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business. "

3. SUBMISSION OF TENDER.

- Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

**THE HEAD OF MATERIALS MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

- TENDER ROOM is located at: Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.

5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- j) Currency of Evaluation shall be INR.

NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:

"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."

8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

f) DELIVERY IN CASE OF REJECTION: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

g) DELIVERY AGAINST BANK DOCUMENTS: In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.

h) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized / nominated bank.

i) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

10. PAYMENT TERMS.

a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.

g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.

h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

i) **The loading criteria for the different payment terms shall be as under:**

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	No Loading
Against Delivery at BHEL-Stores Haridwar.	45
Against documents through bank (CAD):	45
Letter of Credit (LC)	120
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days' difference i.e. difference between 120 days and usance period if the usance period is < 75 days.
Advance	Delivery Period + 120 Days - Advance Payment Days.

11. TAXES & DUTIES.

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by

BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- k) **IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

- l) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

12. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and

replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

- b) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG / refund of amount paid.

14. QUALITY REQUIREMENT.

Your bid / quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

15. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

19. FORCE MAJEURE CLAUSE.

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) mitigate the effect of any Force Majeure Event and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or

subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

21. SETTLEMENT OF DISPUTES / ARBITRATION.

In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage / demurrage for such delay shall be that of supplier.

23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS.

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

(Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.

8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
 - a) In case of proprietary MSE, proprietor shall be Woman.
 - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.

17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

24. INFORMATION TO THE BIDDERS.

a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.

c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>

d) Copy of this Tender Enquiry is being sent through the post.

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

In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

25. MAKE IN INDIA (GOVT-NOTIFICATION).

A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.

B. The margin of purchase preference shall be 20%.

- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
- 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification.

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

D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

E. Requirement of Purchase Preference:

Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -

a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".

b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

F. 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 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.

G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-

a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) -

b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price,



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

Note: L1 Price refers to lowest evaluated / landed cost to Company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

27. NOTE.

- Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guidelines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- 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.
- "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
 - Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 - Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version May-2024, Rev: 07)

occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh).
- (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh).

4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923."

f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

ANNEXURE- 1**CHECK LIST**

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

A	Name and Address of the Supplier		
B	GSTN No. of the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD DETAILS	Applicable	
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable/ Not Applicable	YES / NO
ii.	Annexure item details	Applicable/ Not Applicable	YES / NO
iii.	Annexure QP (to be endorsed by supplier)	Applicable/ Not Applicable	YES / NO
iv.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable/ Not Applicable	YES / NO
v.	Copy of PAN Card & GST registration	Applicable/ Not Applicable	YES / NO
vi.	Submission of MSE certificate as specified in Tender	Applicable/ Not Applicable	YES / NO
vii.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable/ Not Applicable	YES / NO
viii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable/ Not Applicable	YES / NO
ix.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable/ Not Applicable	YES / NO

x.	Declaration by Authorized Signatory as per Annexure – 5	Applicable/ Not Applicable	YES / NO
xi.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable/ Not Applicable	YES / NO
xii.	Non-Disclosure certificate per Annexure – 7	Applicable/ Not Applicable	YES / NO
xiii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8	Applicable/ Not Applicable	YES / NO
xiv.	Non-Disclosure agreement per Annexure – 9	Applicable/ Not Applicable	YES / NO
xv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable/ Not Applicable	YES / NO
xvi.	Declaration for relation in BHEL as per Annexure – 11	Applicable/ Not Applicable	YES / NO
xvii.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable/ Not Applicable	YES / NO
xviii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable/ Not Applicable	YES / NO
xix.	Bank Account Details for E-Payment as per Annexure – 14	Applicable/ Not Applicable	YES / NO
xx.	Power of Attorney for submission of tender as per Annexure – 15	Applicable/ Not Applicable	YES / NO
xxi.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 16	Applicable/ Not Applicable	YES / NO
xxii.	Bank Guarantee for security deposit- As per Annexure-17	Applicable/ Not Applicable	YES / NO
xxiii.	List of Consortium Bank- As per Annexure-18	Applicable/ Not Applicable	YES / NO

NOTE: Strike off ‘YES’ or ‘NO’, as applicable. Tender not accompanied by the prescribed above applicable documents are liable to be summarily rejected.

DATE:

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

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:

Date:

To,
Dy. Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhindey@bhel.in

Dear Sir,

Sub: Submission of Offer against GeM enquiry no:

Having examined the tender documents against your Tender Reference No.dt..... and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with, we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

Dy. Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhindey@bhel.in

Dear Sir,

Subject: No Deviation Certificate

Ref:

- 1) Enquiry No:.....
- 2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.
Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:
Place:

UNDERTAKING

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

To,

Dy. Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhindey@bhel.in

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY
PROCEEDINGS

Ref: Enquiry No:

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

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

Place:

Date:

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

To,

Dy. Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhindey@bhel.in

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref:

- 1) Enquiry No:.....
- 2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above-mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder) Date:

Enclosed: Power of Attorney

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

Dy. Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhindey@bhel.in

Dear Sir,

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

Ref :

- 1) Enquiry No:.....
- 2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s

.....

who are submitting offer for providing services to BHEL against GeM Bid No.

..... hereby undertake to comply with the following in line with Information Security Policy of.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL (Signature, date & seal of Authorized Signatory of the bidder) Date:

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 forThe Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

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

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

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

Section 8 -Independent External Monitor(s)

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

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

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

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

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

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

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

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

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

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:

(Name & Address)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness:

(Name & Address)

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this "Agreement") entered into on this day of June, 20.. (the "Effective Date")

By and Between

Bharat Heavy Electricals Limited (a Public Sector Undertaking of Government of India), a company incorporated under the Companies Act, 1956 and having its registered office at having its registered office at "BHEL House", Siri Fort, New Delhi - 110 049, India (hereinafter referred to as "BHEL" of which the expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) (hereinafter referred to as "BHEL").

And

ABC, a Company incorporated under the laws of and having its registered office at (hereinafter referred to as "ABC").

The party who is receiving information would be referred as Receiving Party and the party who is disclosing information would be referred as Disclosing Party, as the context requires.

WHEREAS

- (A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for _____, for the purpose ofproducts in India ("the Purpose");
- (B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;
- (C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and
- (D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

NOW, THEREFORE and in consideration of the promises made herein, their mutual and individual interests, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

Annexure-NDA

1. **PURPOSE:** Purpose to be mentioned here.
2. **DISCLOSING PARTY.** means a Party that discloses the confidential information to the other party under this agreement.
3. **RECEIVING PARTY** means a Party that receives the confidential information from the other party under this agreement.
4. **Confidential Information**
 - (a) Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be "Confidential Information" for the purposes of this Agreement.
 - (b)
 - (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.
 - (ii) Confidential Information includes information disclosed by the Disclosing Party or by any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.
 - (c) Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party:
 - (1) is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
 - (2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;
 - (3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party; or

Annexure-NDA

(4) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.

- (d) Notwithstanding any other provision of this Agreement, the Receiving Party shall be permitted to disclose Confidential Information if such disclosure is in response to a valid order of a court or other governmental body, provided, however, that the Receiving Party shall be required to give prior notice in writing to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order including that the Confidential Information so disclosed be used only for the purposes for which the order was issued;

5. Disclosure

In consideration of the disclosure of Confidential Information by the Recipient hereby agrees to:

- (a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;
- (d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;
- (e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;
- (f) not disclose any Confidential Information received by it to any third party; and
- (g) not to copy or reverse engineer any such Confidential Information.
- (h) not to use the Confidential Information for any purpose other than the Transaction.
- (i) not use the information for any scientific research or any other research.
- (j) Confidential information does not include information:
 - a. Which is generally available to the public other than as a result of a breach of this Agreement; or

Annexure-NDA

- c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions; or
 - d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
 - e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended
- (k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty whether express or implied, as to the accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

Each Party will comply with all applicable data protection laws and regulations. Where applicable in particular if one Party receives access to and processes personal data on behalf of the other party in connection with this Agreement and such processing agreement, the Parties will enter into any required data processing or other data protection agreement

6. Restriction on Use

- (a) The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:
 - (i) disclose the Confidential Information to any third party; or
 - (ii) use the Confidential Information for any purpose other than the permitted Purpose.
- (b) The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.
- (c) The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.
- (d) The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written

Annexure-NDA

(e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

7. Protection of Confidential Information

- (a) The Receiving Party represents and warrants that it shall protect the Confidential Information received with utmost care and diligence.
- (b) All Confidential Information shall be promptly returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

8. No Further Warranties

The Confidential Information shall be disclosed on an "as is" basis only and without any warranties of any kind, including but not limited to, warranties of merchantability or fitness for a particular purpose.

9. No Further Business Arrangement

Nothing contained herein shall be construed to obligate either Party to enter into any further agreements with each other. This Agreement does not create any other business arrangement, including but not limited to any partnership, agency or joint venture, between the Parties.

10. Term

The term of this Agreement shall commence on the Effective Date and valid for the period of two (2) years. The Disclosing party shall have a right to terminate this Agreement by giving a written notice of 30 days to the Receiving Party. However, the Receiving Party obligation to protect and restrict the use of Confidential Information under this Agreement shall continue until such time as the Disclosing Party discloses it to the public or when it otherwise becomes part of the public domain through no action of the Receiving Party.

11. Injunctive remedy

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the

Annexure-NDA

Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the affected Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The affected Discloser shall be entitled to recover all its damages, costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

12. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

13. Notice of Breach

Recipient shall notify the Disclosers immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives, or any other breach of this Agreement by Recipient or its Representatives, and will cooperate with efforts by the Discloser to regain possession of Confidential Information and prevent its further unauthorized use.

14. Survival

Annexure-NDA

The provisions of Clauses 8, 9 & 10 of this Agreement, and the rights and obligations contained there under shall not terminate upon termination of this Agreement.

15. Governing Law & Dispute Resolution

The contract shall be governed by the Law for the time being in force in the Republic of India. Civil Court having original Civil Jurisdiction at (name of Place) shall alone have exclusive jurisdiction in regard to all matters in respect of this agreement.

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 the other Party refer such dispute or difference to arbitration. The arbitration shall be conducted by three arbitrators, one to be appointed by each of the Parties and a third arbitrator to be appointed by the mutual consent of the two arbitrators so appointed by the Parties.

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 provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be _____(the place from where the contract is issued)

16. No Publication

Neither Party shall disclose, publicise or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other Party, except as may be required by law.

17. Miscellaneous

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Annexure-NDA

- (c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- (d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.
- (e) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

18. Notices

All notices, documents, consents, approvals or other communications (a "Notice") to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail to the person at the address specified herein below, or by telex, facsimile or other electronic means in a form generating a record copy to the party being served at the relevant address for that party shown herein below. Any Notice sent by mail shall be deemed to have been duly served on receipt of delivery confirmation. Any Notice sent by telex facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

Notice if to:

BHEL then to,

Phone :

Annexure-NDA

Fax :

E-mail :

ABC, then to,

(Name)_____

(Designation)_____

Phone :

Fax :

E-mail :

19. Counterparts, Telefax Signatures

This Agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document.

IN WITNESS WHEREOF, of their Agreement to the terms and conditions contained herein, the undersigned have caused this Agreement to be executed by their duly authorized representatives:

For Bharat Heavy Electricals Limited	For ABC
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Signature:	Signature:
Name:	Name:
Designation:	Designation:

DECLARATION

Date:

To,

Dy. Manager / PPX-T
 3rd Floor, Main Admin building HEEP Haridwar-249403
 Uttarakhand. Phone: 01334-281183
 Email: su-pal@bhel.in ; tuhindey@bhel.in

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
3		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards, ()

From: M/s

Supplier Code:

Address:

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

Dy. Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhindey@bhel.in

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:

1) Enquiry No:.....

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

Tick (✓) any one as applicable:

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

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

- i.
- ii.

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Note:

- 1. Attach separate sheet, if necessary.
- 2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED
PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19TH
JULY, 2024 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,
Dy. Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhindey@bhel.in

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

Ref:

- 1) Enquiry No:.....
- 2) All other pertinent issues till date

We hereby certify that the items/works/services offered by -----
(supplier name) has a local content of% and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 19.07.2024 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|------|------|
| 1. _ | 2. _ |
| 3. _ | 4. _ |

Thanking you, Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

** - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi)
OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

Dy. Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhindey@bhel.in

Dear Sir,

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

Ref:

- 1) Enquiry No:.....
- 2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that (SPECIFY THE NAME OF THE ORGANIZATION HERE), is not from such a country/ has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)).

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and ENDORSED (SIGNED & STAMPED)
BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name:

2. Beneficiary Account No.:

3. Bank Name &Branch:

4. City/Place:

5. 9-digit M ICR Code of Bank Branch:

6. IFSC Code of Bank Branch:

7. Beneficiary E-mail ID:
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr.

....., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Works Contracts Management (WCM), in connection withvide.....

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at, this, day of.....

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s.
having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴.(name of the Employer) through its Unit at

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵
..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]
..... having our Registered Office at
.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.....⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

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

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

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

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁶
and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of
(Name of the Bank)

Date.....
Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting Tender

² Name and Address of the Tenderer

³ Details of the Work

⁴ Name of the Employer

⁵ BG Amount in words and Figures

⁶ Validity Date

⁷ Date of Expiry of Claim Period

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e., Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

BANK GUARANTEE FOR SECURITY DEPOSIT
(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at.....¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at.....² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees - -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

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

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

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory

completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

LIST OF CONSORTIUM BANK

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

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.



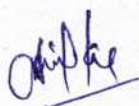
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit 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)

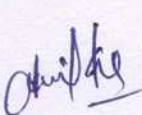
- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all 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.

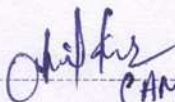
Section 9 - Pact Duration

- 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)

Place Haridwar
 Date _____

Witness: 
 (Name & Address) TUHI KANTI DEY
HARIDWAR

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

Witness: _____
 (Name & Address) _____

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
--	--

i.	Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का मद/ दायरा			
ii.	Address of the registered office पंजीकृत कार्यालय का पता 	Details of Contact Person संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)		
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है 	Details of Contact Person: संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)		
iv.	Annual Production Capacity for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता			
v.	Annual production for last 3 years for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन			
vi.	Details of proposed works प्रस्तावित कार्यों का विवरण			
1.	Year of establishment of present works वर्तमान फैक्टरी की स्थापना का वर्ष			
2.	Year of commencement of manufacturing at above works उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष			
3.	Details of change in Works address in past (if any) पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो)			
4.	Total Area कुल क्षेत्र Covered Area शामिल क्षेत्र			
5.	Factory Registration Certificate फैक्टरी पंजीकरण प्रमाण पत्र	Details attached at Annexure – F2.1 विवरण अनुलग्नक- एफ 2.1 पर संलग्न है		
6.	Design/ Research & development set-up डिजाइन / अनुसंधान और विकास सेटअप (No. of manpower, their qualification, machines & tools employed etc.) (श्रमिकों की संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2 (if applicable) लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीददार के डिजाइन के अनुसार है) विवरण अनुलग्नक –एफ 2.2 पर संलग्न है। (यदि लागू हो)		
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc) मैनपावर विवरण के साथ समग्र संगठन का चार्ट(डिजाइन / विनिर्माण / गुणवत्ता आदि)	Details attached at Annexure – F2.3 विवरण अनुलग्नक – F2.3 में संलग्न है।		
8.	After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.) भारत	Applicable / Not applicable लागू / लागू नहीं		

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
--	--

	में विक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में(स्थल , संपर्क व्यक्ति, संपर्क विवरण आदि)	<i>Details attached at Annexure – F2.4</i> विवरण अनुलग्नक -2.4 पर संलग्न है।			
9.	<i>Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any</i> फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना , जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,	<i>Details attached at Annexure – F2.5</i> विवरण अनुलग्नक - F2.5में संलग्न है।			
10.	<i>Sources of Raw Material/Major Bought Out Item</i> कच्चे माल के स्रोत / खरीदे हुए मुख्य मद	<i>Details attached at Annexure – F2.6</i> विवरण अनुलग्नक - F2.6में संलग्न है।			
11.	<i>Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing</i> कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण	<i>Details attached at Annexure – F2.7</i> विवरण अनुलग्नक - F2.7 पर संलग्न है			
12.	<i>Manufacturing facilities (List of machines, special process facilities, material handling etc.)</i> विनिर्माण सुविधा(मशीनों की सूची, विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)	<i>Details attached at Annexure – F2.8</i> विवरण अनुलग्नक - F2.8में संलग्न है।			
13.	<i>Testing facilities (List of testing equipment)</i> परीक्षण सुविधाएं(परीक्षण उपकरण की सूची)	<i>Details attached at Annexure – F2.9</i> विवरण अनुलग्नक – F2. 9 में संलग्न है।			
14.	<i>If manufacturing process involves fabrication then-</i> यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो- <i>List of qualified Welders</i> पात्र वेल्डर की सूची <i>List of qualified NDT personnel with area of specialization</i> विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.10</i> विवरण अनुलग्नक - F2.10में संलग्न है। <i>(if applicable)</i> लागू / लागू नहीं			
15.	<i>List of out-sourced manufacturing processes with Sub-Vendors' names & addresses</i> सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure. –F2.11</i> विवरण अनुलग्नक - F2.10में संलग्न है। <i>(if applicable)</i> (यदि लागू हो)			
16.	<i>Supply reference list including recent supplies</i> नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची	<i>Details attached at Annexure – F2.12</i> विवरण अनुलग्नक - F2.12 में संलग्न है। <i>(as per format given below)</i> (नीचे दिए गए प्रारूप के अनुसार)			
<i>Project/ package परियोजना /पैकेज</i>	<i>Customer Name ग्राहक का नाम</i>	<i>Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)</i>	<i>PO ref no/date पीओ संदर्भ सं. / तिथि</i>	<i>Supplied Quantity आपूर्ति की मात्रा</i>	<i>Date of Supply आपूर्ति की तारीख</i>
17.	<i>Product satisfactory performance feedback letter/certificates/End User Feedback</i> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक			<i>Attached at annexure - F2.13</i> अनुलग्नक F2. 3पर संलग्न है	
18.	<i>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product</i>			<i>Applicable / Not applicable</i> लागू / लागू नहीं	

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
--	--

	<i>(similar or higher rating)</i> प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है <i>Note:- Reports need not to be submitted</i>	<i>Details attached at Annexure – F2.14</i> विवरण अनुलग्नक - F2.1 4में संलग्न है <i>(if applicable)</i> (यदि लागू हो)
19.	Statutory / mandatory certification for the proposed product प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण	Applicable / Not applicable लागू / लागू नहीं <i>Details attached at Annexure – F2.15</i> <i>(if applicable)</i> (यदि लागू हो)
20.	Copy of ISO 9001 certificate आईएसओ 9001 प्रमाण पत्र की प्रति <i>(if available)</i> (यदि उपलब्ध हो)	Attached at Annexure – F2.16 अनुलग्नक में संलग्न - F2.1 6 है
21.	Product technical catalogues for proposed item <i>(if available)</i> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)	Details attached at Annexure – F2.17 विवरण अनुलग्नक - F2.1 7 में संलग्न है

Name:		Desig:		Sign:		Date:	
नाम:		पद:		हस्ताक्षर:		तिथि:	

Company's Seal/Stamp:- कंपनी की मुहर / मोहर: -

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट	

Ref No: संदर्भ सं.:		Date: तिथि:	
i.	Main Contractor मुख्य संविदाकार		
ii.	Project परियोजना		
iii.	Package Name पैकेज का नाम	Package No पैकेज सं.	
iv.	Proposed Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का प्रस्तावित मद/ दायरा		
v.	Item covered under निम्नलिखित के अंतर्गत शामिल मद	Schedule-1 /अनुसूची- 1	As per contract clause No- अनुबंध के अनुसार खंड सं.--
		Schedule-2 अनुसूची- -2	
vi.	If item is Schedule-1 and proposed sub-vendor is indigenous, Main Contractor to explain how the contractual provisions will be fulfilled /यदि मद अनुसूची -1 है और प्रस्तावित उप-विक्रेता स्वदेशी है, तो मुख्य संविदाकार को स्पष्ट करना होगा कि संविदा/अनुबंध के प्रावधान कैसे पूरे किए जाएंगे		
vii.	Name and Address of the proposed Sub-vendor's works /प्रस्तावित सब-वेंडर का नाम तथा पता		
viii.	PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network पीओ नियोजन की तिथि / एल- 2 नेटवर्क के अनुसार विनिर्माण (यदि स्व-निर्मित है) की शुरुआत		
ix.	Item Description (Type/Size/Rating/Scope of Sub-Contracting) मद का विवरण (प्रकार / आकार / रेटिंग / उप-अनुबंध का दायरा)	Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc) इस पैकेज में परिकल्पित प्रस्तावित मद की कुल मात्रा (संख्या / क्रियाशील मीटर / टन आदि)	Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters /Kgs /Tons etc) प्रस्तावित उप-विक्रेता (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि) से खरीदी जाने वाली मात्रा
			Timeline for quantity requirements as per project schedule & whether the proposed Sub-vendor equipped with adequate capacity to supply proposed order quantity in time / परियोजना समय सूची के अनुसार मात्रा आवश्यकताओं के लिए समय-सीमा और क्या प्रस्तावित उप-विक्रेता समय पर प्रस्तावित मांग की मात्रा की आपूर्ति करने में पूरी तरह से सक्षम है
x.	Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (Note:- Only relevant experience details w.r.t. proposed item/scope of subcontracting to be brought out here) पिछले 3 वर्षों के लिए उप-अनुबंध के समान मद / दायरे के लिए प्रस्तावित सब-वेंडर (मुख्य संविदाकार हेतु		

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन	
	MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT	
	मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट	

आपूर्ति, यदि कोई हो, सहित) का आपूर्ति अनुभव (नोट: - उप-अनुबंध के प्रस्तावित मद / दायरे के संबंध में केवल प्रासंगिक अनुभव के विवरण का उल्लेख हो											
Project/Package परियोजना/पैकेज		Customer Name ग्राहक का नाम		Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति मद (प्रकार/रेटिंग /मॉडल /क्षमता/आकार आदि)		PO ref no/date पीओ संदर्भ सं. /तिथि		Supplied Quantity आपूर्ति की मात्रा		Date of Supply आपूर्ति की तिथि	
We confirm that as per our assessment, the proposed sub-vendor has requisite capabilities & supply experience and is suitable for supplying the proposed item/scope of sub-contracting/हम अपने आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित उप-विक्रेता के पास अपेक्षित क्षमता और आपूर्ति करने का अनुभव है और उप-अनुबंध के दायरे /प्रस्तावित मद की आपूर्ति के लिए उपयुक्त है।											
Name: नाम:		Desig: पद:		Contact No: दूरभाष सं.:		Sign: हस्ताक्षर:		Date: तिथि:			

Company's Seal/Stamp:- कंपनी का मुहर:-

Annexure-F2.12

[illegible]