



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 281275

BHEL OPEN TENDER ENQUIRY No: T/T212/22/1316N/3

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine) / 2022

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on.

Sealed tenders with the **Tender No.** and **opening date** clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the items **FORGING FOR LP SHAFT (ROUGH MACHINED) Annexure- (Item Details): -**

SPECIAL INSTRUCTIONS OF ENQUIRY-

1. 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 maximum of 10% of the value of respective delayed supplies. 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.
2. Foreign vendors to either quote third party inspection charges Separately in their offer or vendor to mention that third party inspection charges are included in the quoted prices of the offer. If vendor do not quote third party inspection charges or do not mention that third party inspection charges are included in quoted prices, then it shall be presumed that third party inspection charges are included in the quoted prices of the offer. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.
3. INSPECTION SHALL BE BY BHEL/NPCIL approved TPIA & NPCIL AS PER FINALLY NPCIL APPROVED QP.
4. Kindly accept and endorse QUALITY PLAN (**NO. IT GTVR10898 REV MB**). QUALITY PLAN (**NO. IT GTVR10898 REV MB**) TO BE FOLLOWED. Vendors to acknowledge receipt of documents (GHP/12/S/-----100--/GS/501, 754D1494, IBV Q10131, GTV R95229 and IBV 10003).
5. Foreign Vendors to confirm that Inspection shall be done by third party inspection agency (TPIA) approved by Customer (NPCIL) as per finally NPCIL approved QP. Refer Annexure-Customer (NPCIL) Informed TPIA List.
6. For TPIA approval, bidders to confirm that "in case of successful vendor, within 10 days of PO placement on the vendor, vendor to provide Third party inspection agency credentials {listed from (a) to (g) of Customer informed TPIA list} (duly filled and signed) along with supporting documents, if required (refer- Annexure TPIA CREDENTIALS). Bidders to also note that there shall not be any price implication in the event of rejection of any approved TPIA by BHEL during the execution of contract.
7. Also, provide TPIA personnel/inspector credentials (duly filled and signed) along with supporting documents to be provided within 10 days of PO placement, if required (refer- Annexure TPIA Personnel/Inspector credentials). TPIA personnel of approved TPIA can only be engaged for inspection of Jobs, if approved and accepted by NPCIL.

8. Vendor to confirm 'in case of successful vendor, all the procedures referred in the finally customer approved QP are to be submitted to customer for review and approval.
9. Vendor to confirm 'in case of successful vendor, inspection shall be provided to BHEL for NPCIL witness interfaces at least 50 days in advance to the related inspection stages'.
10. Vendor to endorse customer approved QP with General requirements. In case of successful vendor, vendor to take Customer clearance from Customer as per this QP, at vendor works.
11. Indian Vendors to confirm that Inspection shall be done by Customer (NPCIL) approved third party inspection agency (TPIA) and TPIA inspector as per finally Customer (NPCIL) approved QP.
12. All vendors to provide point wise reply/confirmation along with relevant supporting documents to each and every point of **Annexure (Pre-Qualification Requirement/PQR)** for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
13. **ORDERING SHALL BE DONE ON CUSTOMER (NPCIL) APPROVED VENDORS ONLY.**
14. 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.
15. The evaluation currency for this tender shall be INR.
16. BHEL Standard payment term is "Payment after receipt and acceptance of material/item at HEEP, BHEL-store" as per **General Instruction and Standard Terms & Condition (GISTC), Version June-2021, Rev: 06.**
17. The quotation shall be valid for a **minimum period of 120 days**, effective from the date of tender opening.
18. Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.
19. The total quantity may undergo change at the time of ordering.
20. Test certificate and Guarantee certificate to be provided by vendor as per specification.
21. Vendor to submit duly signed & sealed Integrity Pact in BHEL format along with offer.
22. IEM's details are following.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

23. Clause on IP in the tender
 - (a) IP is a tool to ensure that activities and transactions between the company and its Bidder/Contractors are handled in a fair, transparent and corruption free manner. The above said 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.
 - (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have

entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

24. Contact Details of Purchase officer of BHEL are following.

a) Ravi Kumar, Manager (PPX-T), PH. No.+91-1334-281275

E-mail-ravikumar.r@bhel.in

b) Jitender Gauri, DGM (PPX-T), PH. No.+91-1334-281960

E-mail- jgauri@bhel.in

25. Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020 for Indian Vendors:

- (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.
- (iii) 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.

26. 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.

27. **RESTRICTIONS UNDER RULE No. 144 (xi) of GFRs-2017 (ALL PROVISIONS SHALL BE APPLICABLE AS PER LATEST ORDER No. F.7/10/2021-PPD (1) dated 23.02.2023 OF DEPARTMENT OF EXPENDITURE (DOE)(ORDER COPY IS AVAILABLE AT <https://doe.gov.in/procurement-policy-divisions>).**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*
- 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 (or entity) from a country which shares a land border with India" for the purpose of this Order 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 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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution

28. 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.
 - Agent should have annual turnover of more than Rs. 1000 Lacs of year ended as 31.03.2021 or Year ended as 31.12.20 where calendar year is in practice. The net worth of the agent should be positive. Agent to submit Audited Balance sheet and Profit & Loss Statement in support of it.

- Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.
29. **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, that puts them in a position to have access to information about or influence on the bid of another Bidder; **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, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
 - 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 authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;

or
 - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, **or**
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business”.
30. 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.

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

31. Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version June-2021, Rev: 06)**. Please visit our site <https://hwr.bhel.com> for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

Vendor to submit duly filled and signed Non-Disclosure Agreement (NDA) i.e. Annexure (NDA) to get the drawings and specifications from BHEL. Also refer enclosed Annexure (Model conciliation clause) which is also applicable.

The tender documents can be downloaded from our web site <https://www.bhel.com/> or <https://hwr.bhel.com>. 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 are required from BHEL, no tender fee is required to be submitted.**

EMD is nil (no EMD is required to be submitted).

“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.”

For E-Payment, the RTGS details are mentioned as below:

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

As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit Tender fees. A Valid MSE certificate such as Udyam Certificate/NSIC/EM (Part-II) as per GISTC shall be submitted in support of Micro & Small Enterprises (MSEs).

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

Please submit separate drafts for EMD and tender fee in an envelope super-scribed with bold letters “EMD & Tender Fee” to be submitted with Part-I.

Micro & Small Enterprises (MSEs) are exempted from submission of EMD and/or Tender fees. Documents as detailed in **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC), Version June-2021, Rev: 06** hoisted on our website <https://hwr.bhel.com> are to be submitted for availing exemption from submission of Tender Fees & EMDs.

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honor the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

Tenders will be received in Tender Box kept in Tender Room and should be addressed to:

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

The date for opening of tender shall be 28.10.2023. Tenders will be received up to 1.45 P.M. on **28.10.2023** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45PM on 28.10.2023) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Bids shall be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the specific tender no. attending the bid opening.

Amendments/Corrigendum, if any, will be hosted only on the websites mentioned above. Other terms and conditions will be as per tender documents.

Vendors operating from BHEL quarters, unauthorized colonies on BHEL land and Dharamshalas/ hotels shall not be considered, hence such vendors need not apply. Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be out rightly rejected.

Unregistered vendors may please visit our site <https://www.bhel.com/> for filing up the Supplier Registration Form. Copy of filled Supplier Registration Form (SRF) may be submitted along with the offer.

Foreign and Indigenous bidders against open tender may obtain class – III DSCs. Procedure for application is available on <https://www.bhel.com/>.

KINDLY READ “INSTRUCTIONS TO BIDDERS.” QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

DEFINITION

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 <https://www.bhel.com/>.

BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).

The tender shall be **submitted in two parts** in separate cover as described below on or before the due date:

Part I (Cover-1) - Containing the following:

1. Point wise reply/confirmation to **Pre-qualifying requirement Annexure (PQR)** along with all necessary supporting documents in one go. **Non-compliance of this may lead to rejection of offer.**
2. **Annexure-Pre-Qualification criterion – Financial Soundness**
3. EMD (Earnest Money Deposit) **Or** Valid certificate/Document towards exemption of Tender fee and/or EMD (applicable for Micro and small Enterprises, Central / State – PSUs / Government departments, PMD vendors etc.)
4. **Techno -Commercial Bid**- it should be replica of price bid (copy of price bid without price part) in line with technical requirement as per drawings and documents.
5. **Annexure** (Self-Certification Certificate (MII))
6. **Annexure** (Signed Quality plan)
7. **Annexure** (Certificate required as per order no F.No.6/18/2019-PPD of department of Expenditure(DoE))
8. **Annexure** (Integrity Pact)
9. **Annexure** (Customer (NPCIL) Informed TPIA List)
10. **Annexure** (TPIA CREDENTIALS)
11. **Annexure** (TPIA Personnel/Inspector credentials)

Part II (Cover-2) - Containing the following

1. **Price Bid**

All interested vendors must submit the endorsed NDA well in time to BHEL for getting drawing and specification.

All the sub-envelopes (Part-I & Part-II) to be put in a single covering envelope indicating tender no., due date and the name of vendor, e-mail id, with full contact details. Offer should be complete in all respect (i.e. Part-I & Part- II). BHEL may decide to ignore the offer in case of submission of incomplete offer.

* Please submit your offer according to **General Instructions and Standard Terms & Conditions (GISTC), Version June-2021, Rev: 06** for Tender Enquiries. Please visit our site <https://hwr.bhel.com> for GISTC. All the bidders/vendors must ensure compliance of these **GISTC (Version June-2021, Rev: 06)**. **GISTC (Version June-2021, Rev: 06)** can also be referred by login to B2B Portal for Vendors.

REFERENCES: -

Annexure- (Pre-Qualification Requirement/PQR)

Annexure- (Pre-Qualification criterion – Financial Soundness)

Annexure- (Item Details)

Annexure- (General Instructions and Standard Terms & Conditions (GISTC), Version June-2021, Rev: 06)

Annexure- (Quality Plan)

Annexure- (Customer approved QP)

Annexure- (Self-Certification Certificate (MII))

Annexure- (Integrity Pact)

Annexure- (Non-Disclosure Agreement)

Annexure- (Model conciliation clause)

Annexure- (Customer (NPCIL) Informed TPIA List)

Annexure- (TPIA CREDENTIALS)

Annexure- (TPIA Personnel/Inspector credentials)

ANNEXURE-PQR

Indent No.: 20221316

Technical Pre - Qualification Requirements:

Clause	Qualification Requirement	Documents to be submitted	Vendor's Reply
1	A (i) Vendor must have successfully manufactured and supplied Turbine / Generator Rotors in material grade 26NiCrMoV11-5 / 26NiCrMoV14-5 or equivalent Ni ($\geq 2.5\%$)-Cr-Mo-V steel for Steam Turbines / Generators satisfying requirement of experience at 1A(ii) & 1A(iii) on enquiry issue date.	Filled Annexure 1 for experience details to be submitted.	
	(ii) Must have delivered three rotors out of which at least one rotor must be of Rotor weight ≥ 55 Tons Rotor Barrel diameter ≥ 1400 mm & Rotor length ≥ 5500 mm.	Test certificate of at least one rotor satisfying specified requirement. Test certificates shall cover chemical, mechanical, NDT and dimension report to clearly establish rotor weight, barrel diameter & rotor length. OR Vendor to submit certificate of successful supply of Rotor in any of the specified material grade from their customer. The certificate must mention following conditions of supply: <ul style="list-style-type: none"> • Rotor of barrel diameter ≥ 1400mm, • Rotor length ≥ 5500mm • Rotor weight ≥ 55 Tons • Material Grade (to be specified) • Year of supply 	
	(iii) Must have delivered at least one rotor of weight ≥ 55 Tons in last 10 years from date of issue of enquiry	Dispatch document clearly establishing rotor weight to be submitted	
B	In lieu of 1A , vendor may submit documentary evidence that they are approved supplier of Steam Turbine OEM for LP Rotor Forging of weight ≥ 75 Tons in material grade 26NiCrMoV11-5 / 26NiCrMoV14-5 or equivalent Ni ($>2.5\%$)-Cr-Mo-V steel.	Power Plant OEM certificate clearly establishing their approval for LP Turbine Rotor manufacturer of mentioned material grade and weight to be submitted.	
2	A Vendor must have forging and heat treatment facilities in-house to manufacture Rotor shaft as per enquiry drawing and	Details of in-house facility for forging and heat treatment to be filled in Annexure 2.	

	specification (including cross referred standards).		
B	Vendor to submit details of inhouse steel melting and refining facility required for manufacturing enquiry rotor. In case of outsourcing of ingot, vendor to inform their sub supplier(s) with details of steel melting & refining facility.	Details to be filled in Annexure 2.	
C	Vendor to confirm that they have all testing facility (in house / outsourced) to carry out testing as per enquiry drawing and specification.	Details to be filled in Annexure 2	
3	Enquiry Rotor is required to be manufactured as per drawing and specifications (with all cross-referred standards) provided with enquiry. Vendor to confirm that they have reviewed the enquiry documents and confirm their acceptance of manufacture and supply as per enquiry drawing and specification (with all cross-referred standards)	Vendor's confirmation required.	

Note for vendor:

BHEL may ask additional clarification related to the above points & may also visit works of vendor to establish vendor's credentials.

Digitally signed by Tushar Dave
DN: cn=Tushar Dave, o=BHEL,
ou=MTE HEEP,
email=tdave@bhel.in, c=IN
Date: 2023.10.11 15:38:11
+05'30'

(Tushar Dave)
AGM/MTE

Digitally signed by Ashish Ranjan
DN: cn=Ashish Ranjan, o=BHEL,
ou=HEEP,
email=ashish.ranjan@bhel.in, c=IN
Date: 2023.10.11 15:18:31 +05'30'

(Ashish Ranjan)
SDGM/MTE

Digitally signed by Subodh Rana
DN: cn=Subodh Rana, o=BHEL,
ou=HEEP BHEL Haridwar,
email=subodh.rana@bhel.in, c=IN
Date: 2023.10.11 15:25:54 +05'30'

(Subodh Rana)
Sr. Engineer/MTE

Annexure 1

Vendor to provide past supply experience in table below for Rotor in material grade 26NiCrMoV11-5 / 26NiCrMoV14-5 or equivalent Ni (≥2.5%)-Cr-Mo-V steel supplied for Steam Turbines / Generators application.

Sl. No.	Customer Name & Order Number	Material Grade	Rotor Delivery Weight (in kg)	Rotor Dimension		Date of supply
				Diameter (max)	Rotor Length	
1						
2						
3						

Note: Rotors already supplied on or before enquiry issue date only to be filled in above table.

(Vendor Authorised Signatory with Seal)

Vendor to submit details of manufacturing and testing facilities as per format below:

1) STEEL MELTING & REFINING FACILITIES:

Melting Furnaces details (Type, Capacity etc.)	
Refining facility details (Vacuum Degassing etc – Type and Capacity to be submitted)	
maximum ingot size - diameter [mm] - length [mm] - weight [kg]	

In case of outsourcing of ingot, vendor to submit above details of their sub supplier.

2.) FORGING FACILITY:

Press capacity in kN	
Maximum Forging weight in MT	
Manipulator Capacity (maximum) for forging	
Remarks:	

3) Heat Treatment Facilities

1. Heat treatment facility - Maximum diameter, length and weight of shaft which can be heat treated - Temperature monitoring facility as per BHEL specification requirement	
2. Quenching type & medium	

4) Testing Facilities:

1. Chemical Testing 2. Mechanical Testing (Tensile, Impact) 3. NDT Facilities – UT, MPI, Residual Stress Measurement, Magnetic property	
--	--

In case of outsourcing of any test, vendor to submit above details of their sub supplier.

5) Handling Facilities:

1. Crane capacity	
-------------------	--

(Signature & Seal of Vendor)

ANNEXURE-ITEM DETAILS

M/S. OPEN TENDER

DUEDATE

28-10-2023

BHEL

HARIDWAR249403

Vendor Code

00001

INDIA

-

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
----	-----------------------------------	----------	------	-------	------------------------------

1	W95310301275	3	NO	1	1 29/01/24
	DRG: 01030180998 REV: 00			2	1 31/05/24
	FORGING FOR LP SHAFT (ROUGH- MACHINED)AS PER FORGING DRAWING NO. 01030180998 AND MATERIAL SPECIFICATION HW19296			3	1 30/04/25

2	W95310301267	2	NO	1	1 30/04/24
	DRG: 01030180999 REV: 00			2	1 30/04/25
	FORGING FOR LP SHAFT (ROUGH- MACHINED)AS PER FORGING DRAWING NO. 01030180999 AND MATERIAL SPECIFICATION HW19296				

** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Standard Instructions:

TEST CERTIFICATE REQUIRED.

GUARANTEE CERTIFICATE REQUIRED.

Special Instructions:

AS PER OPEN TENDER DOCUMENT.

General Instructions:

Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void. For this procurement, Public Procurement (Preference to Make in India),

MATERIAL CODE	QUANTITY	UNIT	LOTNO
ITEM DESCRIPTION			

Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India),

Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

RAVI KUMAR
MANAGER(PPX-TURBINE)

ANNEXURE- Pre-Qualification criterion – Financial Soundness

Vendor to quote Net worth of the company of year ending as below and documents like Audited Balance sheet/ Certificate from CA/CPA/Bank / D&B report in support of it.

1. **Year ended as 31.03.2021 Or**
2. **Year ended as 31.12.2020 where Calendar Year is in practice.**

The net worth should be positive for qualifying the criterion.

ANNEXURE-QUALITY PLAN

INSPECTION AND TEST PLAN	Printed by:	V. GANAPATHY	Print date:	2023-05-11		
	Department:	PWP SP-NUC-ENG-Systems-Mech			Sheet No.:	1

Part Identification No.:	BSA0101800P0001	Rev. -	QA-Coordinator:		Production Order:	P000443475	Rev. A
Part Name:	LP1 ROTOR FORGING		Acceptance Authority:		Account:	-	
Product Q-Level:	A		Notification Periods:		Purchase Order:		
Unit:	GORAKHPUR 1 LTТА		Measuring System:	SI Units	Factory Order:		
System:	ST		Q-Record Language:	EN	Factory Purchase Order:		

I&T Plan No.:	IT GTVR10898	Rev. MB	Life Cycle State:	Approved	Prepared:	P. KUKRETI	2023-05-09
I&T Plan Name:	LP TURBINE SHAFT FORGING (MAT.)		Originated From:	AT11221071,EN,-,1	Checked:	C. FEAT	2023-05-10
Variant:	HIGH INTEGRITY - 26NICRMOV14-7 - 700 MPA MIN				Approved:	C. FEAT	2023-05-10
					Responsible Dept.:	9010	


No.	Description	Procedure	Rev.	Type of Q-Record	Q Activities			Remarks	Q-Record Number or Confirmation
					1)	2)	3)		
0.00	INSTRUCTIONS FOR THE USE OF I+T PLANS	IBV Q10131	J						
0.10	NOTE: TWO SET OF HISTORY DOCKET/EOMR (IN ENGLISH LANGUAGE) SHALL BE PREPARED AFTER COMPLETION OF MANUFACTURING AS MENTIONED BELOW: -FOR INTERNAL: EOMR AS PER PRO-ORDER I&T PLAN NO. IT GTVR10883 -FOR CUSTOMER: EOMR AS PER CUSTOMER APPROVED QAP NO.GHAVP-1&2/QAP/41112/00024								
1.00	INITIAL DOCUMENTS AND CONFORMANCE:								
1.10	GENERAL REQUIREMENTS CONFIRMATION	754D91494	MB	STAMP	U	Y			
1.15	GORAKHPUR PROJECT GENERAL QUALITY REQUIREMENTS CONFORMANCE	GHP12S-----100--GS501	MD	STAMP	U	Y			
1.20	CUSTOMER APPROVED QAP NO.GHAVP-1&2/QAP/41112/00024	GHAVP-12QAP4111200024	MA	STAMP	U	Y			
1.30	VERIFICATION AND APPROVAL OF MANUFACTURING PROCESS PLAN (MPP)	ATP1201002 GHP12S-----100--GS300	B MG	RECORD	U	BH	APPROVAL REQUIRED BEFORE START OF MANUFACTURING		

Symbols Abbreviations	1) Performed By 2) Acceptance By 3) Send Q-Record To Customer	L = Manufacturer B = BHEL/NPCIL approved TPIA U = Material supplier, supplier ext. products and ext. processes	Y = Internal test YS = Acceptance by external authority S = Official acceptance authority	K = Customer or his representative	M = Witness Point H = Hold Point Q = Q record to K	IT GTVR10898	
	Steam Power	The inspection and test plan does not release the subcontractor / manufacturer from his obligation to take all steps necessary to ensure that the requirements stipulated in drawings and specification are fulfilled for the product concerned.			We reserve all rights in this document and in the information contained therein. Reproduction, use or disclosure to third parties without express authority is strictly forbidden. © COPYRIGHT 2023 General Electric Company GE CLASS II (INTERNAL NON-CRITICAL)		
						Rev. MB	

INSPECTION AND TEST PLAN	Printed by:	V. GANAPATHY	Print date:	2023-05-11	Sheet No.:	2	6
	Department:	PWP SP-NUC-ENG-Systems-Mech					

Production Order:	P000443475	Rev. A	Part Identification No.:	BSA0101800P0001	Rev. -	I&T Plan No.:	IT GTVR10898	Rev. MB
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No.	Description	Procedure	Rev.	Type of Q-Record	Q Activities			Remarks	Q-Record Number or Confirmation
					1)	2)	3)		
1.40	NDE PROCEDURE APPROVAL (INCLUDING RECORD FORMAT, SCANNING PLAN AND PROBES TO BE USED)	ATN1201008 GHP12S-----100-- -GS501 GHP12S-----100-- -GS510 HTGD620103	A MD MA C	RECORD	U	KH	Q	NPCIL APPROVAL REQUIRED BEFORE USE	
1.50	QUALIFICATION OF N.D.E. PERSONNEL AS PER ASNT SNT-TC-1A	ATN1201008 GHP12S-----100-- -GS500	A MC	RECORD	U	BH	Q	QUALIFICATION CERTIFICATES SHALL BE PROVIDED FOR VT, MT & UT	
1.52	HEAT TREATMENT PROCEDURE APPROVAL	ATM1220035 ATP1201002 GHP12S-----100-- -GS501	C B MD	RECORD	U	KH	Q	NPCIL APPROVAL REQUIRED BEFORE USE	
1.54	CALIBRATION REPORT OF INSTRUMENTS/GAUGES/HEAT TREATMENT FACILITY/TEMPERATURE RECORDER ETC. USED FOR MANUFACTURING AND INSPECTIONS	754D91494 GHP12S-----100-- -GS501	MB MD	RECORD	U	BH	Q		
1.56	MANUFACTURER'S TEST CERTIFICATES OF CHEMICAL USED FOR PENETRANT EXAMINATION OR MAGNETIC PARTICLE EXAMINATION	GHP12S-----100-- -GS501	MD	RECORD	U	BH	Q	AS PER CUSTOMER APPROVED BRANDS	
1.58	LABORATORY QUALIFICATION FOR MATERIAL TESTS NOTE: LABORATORY CERTIFICATION AS PER ISO/IEC 17025 BY NATIONAL ACCREDITATION BOARD FOR TESTING (NABL) FOR INDIAN LABS AND EQUIVALENT AGENCIES FOR FOREIGN LABS	GHP12S-----100-- -GS501	MD	RECORD	U	BH	Q	CERTIFICATES SHALL BE PROVIDED	
1.60	PRE-INSPECTION MEETING	754D91494	MB	STAMP	U	BH			
2.00	MANUFACTURING AND EXAMINATIONS								
2.03	STEEL MAKING PROCESS	ATP1201002	B	RECORD	U	Y			
2.05	CHEMICAL ANALYSIS OF EACH MELT- CAST ANALYSIS	ATM1220035	C	RECORD	U	B	Q		

 Steam Power	1) Performed By 2) Acceptance By 3) Send Q-Record To Customer L = Manufacturer B = BHEL/NPCIL approved TPIA U = Material supplier, supplier ext. products and ext. processes Y = Internal test YS = Acceptance by external authority S = Official acceptance authority K = Customer or his representative M = Witness Point H = Hold Point Q = Q record to K	The inspection and test plan does not release the subcontractor / manufacturer from his obligation to take all steps necessary to ensure that the requirements stipulated in drawings and specification are fulfilled for the product concerned.	We reserve all rights in this document and in the information contained therein. Reproduction, use or disclosure to third parties without express authority is strictly forbidden. © COPYRIGHT 2023 General Electric Company GE CLASS II (INTERNAL NON-CRITICAL)
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INSPECTION AND TEST PLAN	Printed by:	V. GANAPATHY	Print date:	2023-05-11	Sheet No.:	3	6
	Department:	PWP SP-NUC-ENG-Systems-Mech					

Production Order:	P000443475	Rev. A	Part Identification No.:	BSA0101800P0001	Rev. -	I&T Plan No.:	IT GTVR10898	Rev. MB
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No.	Description	Procedure	Rev.	Type of Q-Record	Q Activities			Remarks	Q-Record Number or Confirmation
					1)	2)	3)		
2.10	FORGING DEFORMATION	ATP1201002	B	RECORD	U	B			
2.12	ROUGH MACHINING PRIOR TO QUALITY HEAT TREATMENT (REPORT SHALL INCLUDE ALL MEASURED VALUES)			RECORD	U	B	Q		
2.15	MARKING OF FORGINGS	ATP1201002 GHP12S-----100- -GS501 GTV R95229	B MD MA	RECORD	U	B	Q	REFER ORDER / DRAWING / GTVR.. RECORD WITH PHOTOGRAPHS	
2.16	MARKING OF THE ANGULAR ORIGIN, USED AS REFERENCE FOR RECORDING POSITION OF INDICATIONS	ATP1201002	B	RECORD	U	B	Q	RECORD WITH PHOTOGRAPHS	
2.18	PRELIMINARY HEAT TREATMENT RECORD REVIEW (HEAT TREATMENT CHART- TIME/TEMPERATURE CURVES SHALL BE PROVIDED)	ATP1201002	B	RECORD	U	B	Q	AS PER NPCIL APPROVED PROCEDURE	
2.20	100% VISUAL INSPECTION AND SURFACE CONDITION (STAGE 1)	ATN1201008	A	RECORD	U	B	Q	AS PER NPCIL APPROVED PROCEDURE	
2.22	100% ULTRASONIC EXAMINATION, MAPPING OF INDICATIONS BEFORE QUALITY HEAT TREATMENT (STAGE-1)	ATN1201008	A	RECORD	U	B	Q	AS PER NPCIL APPROVED PROCEDURE	
2.25	RECORD OF HEAT TREATMENT PERFORMANCE (QUALITY) (HEAT TREATMENT CHART- TIME/TEMPERATURE CURVES SHALL BE PROVIDED)	ATM1220035 ATP1201002 GHP12S-----100- -GS300	C B MG	RECORD	U	B	Q	AS PER NPCIL APPROVED PROCEDURE	
2.30	RESIDUAL STRESS MEASUREMENT	GHP12S-----100- -GS300	MG	RECORD	U	B			
2.35	ROTOR HARDNESS TESTING	ATM1220035 ATP1201002	C B	RECORD	U	B			

 Steam Power	Symbols 1) Performed By 2) Acceptance By 3) Send Q-Record To Customer L = Manufacturer B = BHEL/NPCIL approved TPIA U = Material supplier, supplier ext. products and ext. processes Y = Internal test YS = Acceptance by external authority S = Official acceptance authority K = Customer or his representative M = Witness Point H = Hold Point Q = Q record to K	The inspection and test plan does not release the subcontractor / manufacturer from his obligation to take all steps necessary to ensure that the requirements stipulated in drawings and specification are fulfilled for the product concerned.	We reserve all rights in this document and in the information contained therein. Reproduction, use or disclosure to third parties without express authority is strictly forbidden. © COPYRIGHT 2023 General Electric Company GE CLASS II (INTERNAL NON-CRITICAL)
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Production Order:	P000443475	Rev. A	Part Identification No.:	BSA0101800P0001	Rev. -	I&T Plan No.:	IT GTVR10898	Rev. MB
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No.	Description	Procedure	Rev.	Type of Q-Record	Q Activities			Remarks	Q-Record Number or Confirmation
					1)	2)	3)		
2.40	IDENTIFICATION AND SAMPLING OF TEST BLOCKS IN WHICH WILL BE SAMPLED TEST PIECES NOTE- FULLY REPRESENTATIVE - TANGENTIAL, RADIAL AND AXIAL TEST PIECES SHALL BE PROVIDED	ATP1201002 GHP12S-----100-- -GS300	B MG	RECORD	U	B		REPORT WITH MARKING PHOTOGRAPH	
2.45	TENSILE TEST ON TANGENTIAL, RADIAL AND AXIAL TEST PIECES FROM EACH END OF ROTOR BODY - 0.2% PROOF/YIELD STRENGTH - TENSILE STRENGTH - ELONGATION - REDUCTION OF AREA	ATM1220035 ATP1201002 GHP12S-----100-- -GS300	C B MG	RECORD	U	BM	Q		
2.50	IMPACT TEST ON TANGENTIAL, RADIAL AND AXIAL TEST PIECES FROM EACH END OF ROTOR BODY	ATM1220035 ATP1201002 GHP12S-----100-- -GS300	C B MG	RECORD	U	BM	Q		
2.55	BRINELL HARDNESS TEST ON TANGENTIAL, RADIAL AND AXIAL TEST PIECES FROM EACH END OF ROTOR BODY	ATM1220035 GHP12S-----100-- -GS300	C MG	RECORD	U	B			
2.60	FRACTURE APPEARANCE TRANSITION TEMPERATURE 50% (FATT 50%) ON TANGENTIAL, RADIAL AND AXIAL TEST PIECES FROM EACH END OF ROTOR BODY	ATP1201002 GHP12S-----100-- -GS300	B MG	RECORD	U	BM	Q		
2.65	CHEMICAL PRODUCT ANALYSIS	ATM1220035 ATP1201002	C B	RECORD	U	B	Q		
2.70	100% VISUAL EXAMINATION AND SURFACE CONDITION (STAGE 2)	ATN1201008	A	RECORD	U	KM	Q	AS PER NPCIL APPROVED PROCEDURE KM= NPCIL & BHEL WITNESS	

Symbols	1) Performed By	L = Manufacturer	Y = Internal test	K = Customer or his representative	M = Witness Point
Abbreviations	2) Acceptance By	B = BHEL/NPCIL approved TPIA	YS = Acceptance by external authority		H = Hold Point
	3) Send Q-Record To Customer	U = Material supplier, supplier ext. products and ext. processes	S = Official acceptance authority		Q = Q record to K
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INSPECTION AND TEST PLAN	Printed by:	V. GANAPATHY	Print date:	2023-05-11	Sheet No.:	5	6
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Production Order:	P000443475	Rev. A	Part Identification No.:	BSA0101800P0001	Rev. -	I&T Plan No.:	IT GTVR10898	Rev. MB
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No.	Description	Procedure	Rev.	Type of Q-Record	Q Activities			Remarks	Q-Record Number or Confirmation
					1)	2)	3)		
2.75	MAGNETIC PARTICLE EXAMINATION OF GROUND AREAS (IF ANY)	ATN1201008 GHP12S-----100-- -GS500	A MC	RECORD	U	KM	Q	AS PER NPCIL APPROVED PROCEDURE KM= NPCIL & BHEL WITNESS	
2.80	100% MAGNETIC PARTICLE EXAMINATION BEFORE GASHING	HTGD620103	C	RECORD	U	B		AS PER CUSTOMER APPROVED PROCEDURE	
2.85	100% ULTRASONIC EXAMINATION (STAGE 2)	ATN1201008	A	RECORD	U	KM	Q	AS PER NPCIL APPROVED PROCEDURE KM= NPCIL & BHEL WITNESS	
3.00	GEOMETRIC AND DIMENSIONAL CONFORMANCE (REPORT SHALL INCLUDE ALL MEASURED VALUES)	ATP1201002	B	RECORD	U	B		SEE DRAWING	
3.50	CLEANLINESS PROTECTION PACKAGING	GHP12S-----100-- -GS401 IBV V10003	MC B	STAMP	U	B		REFER ORDER	
4.00	DOCUMENTATION								
4.10	DECLARATION OF CONFORMITY	ATP1201002 GHP12S-----100-- -GS300	B MG	RECORD	U	B			
4.20	VERIFICATION OF QUALITY DOCUMENTATION FILE FOR COMPLETENESS AND CORRECTNESS REDACTION OF THE DOCUMENTS IN ENGLISH			STAMP	U	BH			
4.30	ISSUE OF INSPECTION RELEASE NOTE (IRN) BY BHEL -COMPLETION OF QAP CLAUSES & REVIEW OF DOCUMENTS AS PER CUSTOMER APPROVED QAP NO. QAP NO.GHAVP-1&2/QAP/41112/00024	GHAVP-12QAP4111 200024	MA	RECORD	U	KH	Q		

 Steam Power	1) Performed By 2) Acceptance By 3) Send Q-Record To Customer	L = Manufacturer B = BHEL/NPCIL approved TPIA U = Material supplier, supplier ext. products and ext. processes	Y = Internal test YS = Acceptance by external authority S = Official acceptance authority	K = Customer or his representative	M = Witness Point H = Hold Point Q = Q record to K
	<p>The inspection and test plan does not release the subcontractor / manufacturer from his obligation to take all steps necessary to ensure that the requirements stipulated in drawings and specification are fulfilled for the product concerned.</p> <p>We reserve all rights in this document and in the information contained therein. Reproduction, use or disclosure to third parties without express authority is strictly forbidden. © COPYRIGHT 2023 General Electric Company GE CLASS II (INTERNAL NON-CRITICAL)</p>				


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INSPECTION AND TEST PLAN	Printed by:	V. GANAPATHY	Print date:	2023-05-11	Sheet No.:	6	6
	Department:	PWP SP-NUC-ENG-Systems-Mech					







Production Order:	P000443475	Rev. A	Part Identification No.:	BSA0101800P0001	Rev. -	I&T Plan No.:	IT GTVR10898	Rev. MB
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No.	Description	Procedure	Rev.	Type of Q-Record	Q Activities			Remarks	Q-Record Number or Confirmation
					1)	2)	3)		
4.40	PREPERATION AND SUBMISSION OF HISTORY DOCKET/ END OF MANUFACTURING REPORT (EOMR) AS PER PRO-ORDER I&T PLAN NO. IT GTVR10898	GHP12S-----100--GS501	MD	RECORD	U	BH		MENTION INTERNAL EOMR REFERENCE IN Q-RECORD CONFIRMATION	
4.50	PREPERATION AND SUBMISSION OF HISTORY DOCKET/ END OF MANUFACTURING REPORT (EOMR) AS PER CUSTOMER APPROVED QAP NO.GHAVP-1&2/QAP/41112/00024	GHAVP-12QAP4111200024	MA	RECORD	U	KH	Q	MENTION CUSTOMER EOMR REFERENCE IN Q-RECORD CONFIRMATION	
4.60	ISSUE OF SHIPPING RELEASE NOTE (SRN) BY NPCIL -COMPLETION OF QAP CLAUSES, REVIEW OF IRN AND DOCUMENTS AS PER CUSTOMER APPROVED QAP NO.GHAVP-1&2/QAP/41112/00024	GHAVP-12QAP4111200024	MA	RECORD	U	KH	Q		

Symbols Abbreviations 1) Performed By 2) Acceptance By 3) Send Q-Record To Customer		L = Manufacturer B = BHEL/NPCIL approved TPIA U = Material supplier, supplier ext. products and ext. processes		Y = Internal test YS = Acceptance by external authority S = Official acceptance authority		K = Customer or his representative M = Witness Point H = Hold Point Q = Q record to K		IT GTVR10898	
 Steam Power		<i>The inspection and test plan does not release the subcontractor / manufacturer from his obligation to take all steps necessary to ensure that the requirements stipulated in drawings and specification are fulfilled for the product concerned.</i>		<i>We reserve all rights in this document and in the information contained therein. Reproduction, use or disclosure to third parties without express authority is strictly forbidden.</i> <small>© COPYRIGHT 2023 General Electric Company GE CLASS II (INTERNAL NON-CRITICAL)</small>				Rev. MB	

Annexure-Customer approved QP

NUCLEAR POWER CORPORATION OF INDIA LIMITED

P.O. NO. : 7100193538 CMM/ETM/00-40-11-065/PO/48571-B Dated : 30.08.2021		QUALITY ASSURANCE PLAN			QAP NO.: GHAVP-1&2/QAP/41112/00024		
		ITEM: LP TURBINE SHAFT FORGING (MATERIAL)			REV. NO. 00 DATE: 28.04.2023		
		Safety class :NINS	QS Grade :QS-4		PAGE 1 OF 8		
PROJECT: GHAVP -1 &2		NAME OF PACKAGE: TURBINE ISLAND PACKAGE PO NO. (NPCIL): CMM/ETM/00-40-11-005/PO/48571			NPCIL QA Ref. No.- 2220863		
NAME OF PACKAGE CONTRACTOR/MAIN CONTRACTOR AND ADDRESS		CONCERNED BHEL UNIT AND ADDRESS		NAME OF VENDOR/SUB VENDOR AND ADDRESS			
BHARAT HEAVY ELECTRICALS LIMITED, NEW DELHI.		HEAVY ELECTRICAL EQUIPMENT PLANT, BHEL RANIPUR, HARIDWAR-249403, UTTARAKHAND.					
DATA SHEET/VSS NO./DRG NO.	ITEM	BRIEF DESCRIPTION	DESIGN CODE/ SPEC. NO.	FOR VENDOR/SUB VENDOR			AFFIX STAMP OF VENDOR/SUB VENDOR
	LP TURBINE SHAFT FORGING (MATERIAL)	LP TURBINE SHAFT FORGING (MATERIAL)		PREPARED BY	CHECKED/REVIEWED BY	APPROVED BY	
FOR PACKAGE/MAIN CONTRACTOR			AFFIX STAMP & SIGNATURE OF PACKAGE/MAIN CONTRACTOR	SIGNATURE			
(1) All the requirements of PO, Specification, Drawing, Datasheet, are incorporated in this QAP. (2) Stage wise inspection documents shall be concluded/completed with signature of inspection agency including NPCIL QS before taking up and presenting the next stage of inspection.				NAME			
				DATE			
				FOR NPCIL			'Approved as Noted'
	CHECKED BY	REVIEWED BY	APPROVED BY		CHECKED BY	REVIEWED BY	APPROVED BY AS NOTED
SIGNATURE				SIGNATURE			
NAME	D. K. Jaiswal Dy. Manager / QA-INSURANCE QA/INSURANCE SECTION BHEL, HARIDWAR/40-11-005, 1ST FLOOR	S. Ghosh Dy. Manager / QA-INSURANCE QA/INSURANCE SECTION BHEL, HARIDWAR/40-11-005, 1ST FLOOR	P. K. Bhatnagar Addl. General Manager Quality Assurance BHEL, HARIDWAR	NAME	Karanvir Singh	S. Ghosh	S K JAIN
DATE	28.04.2023	28.04.2023	28.04.2023	DATE	04-05-2023	04-05-2023	04/05/2023


QAP CONTROL SHEET

SL NO	Description	No of Pages	Revision no with date
1	New	8	Rev no 00 Dated 28.04.2023

KG/14

NPCIL	SUB VENDOR/SUB CONTRACTOR /MANUFACTURER NAME & ADDRESS		QUALITY ASSURANCE PLAN					PROJECT : GHAVP- 1 & 2									
	NPCIL APPROVED VENDOR/ SUB-VENDOR		ITEM:	ITEM: LP TURBINE SHAFT FORGING (MATERIAL)			NAME OF THE PACKAGE & MAIN CONTRACTOR										
	QAP NO REV NO & DATE		GHAVP-1&2/QAP/41112/00024 REV 00 DATE: 28.04.2023			TURBINE ISLAND PACKAGE &											
	NO OF PAGES		Page 3 of 8			BHARAT HEAVY ELECTRICALS LIMITED.											
S L NO	COMPONENT / OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY				REMARKS	NAME & SIGNATURE WITH DATE			
									P	W	R	H		1	2	3	4
1.	2.	3.	4.	5.	6.	7.	8.	9.	10				11	12			




1.0 MANUFACTURING AND EXAMINATIONS														
1.01	LP ROTOR FORGING	CHEMICAL ANALYSIS OF EACH MELT	MAJOR	CHEMICAL TEST	EACH MELT	ATM1220035	ATM1220035	TEST REPORT	3	-	1, 2	-		
1.02		ROUGH MACHINING PRIOR TO QUALITY HEAT TREATMENT	MAJOR	MEASUREMENT	100%	-	-	-	3	-	-	-		
1.03		MARKING OF THE FORGING FOR LP1, LP2, LP3 ROTOR FORGINGS	MAJOR	MARKING	100%	GTV R95229, GTV R95230, GTV R95231 (FOR UNIT 1 LP1, LP2 AND LP3) GTV R95232, GTV R95233, GTV R95234 (FOR UNIT 2 LP1, LP2 AND LP3) ATP1201002		RECORD	3	-	2	-		
1.04		MARKING OF THE ANGULAR ORIGIN, USED AS REFERENCE FOR RECORDING POSITION OF INDICATIONS	MAJOR	MARKING	100%	ATP1201002		STAMP	3	-	2	-		
1.05		PRELIMINARY HEAT TREATMENT	MAJOR	HT CHART	100%	ATP1201002 NPCIL APPROVED PROCEDURE		HT CHART	3	-	1, 2	-		
1.06		VISUAL INSPECTION AND SURFACE CONDITION	MAJOR	VISUAL	100%	ATN1201008 NPCIL APPROVED PROCEDURE		RECORD	3	-	1, 2	-		
1.07		ULTRASONIC EXAMINATION MAPING OF INDICATIONS BEFORE QUALITY HEAT TREATMENT	MAJOR	UT	100%	ATN1201008 NPCIL APPROVED PROCEDURE		TEST REPORT	3	-	1, 2	-	AS PER NOTE 11 OF GR	

MANUFACTURER /SUB VENDOR	LEGEND :	SEAL & SIGNATURE OF MAIN /PACKAGE CONTRACTOR.			
		A) AGENCY 1) NPCIL / NPCIL AUTHORISED THRID PARTY INSPECTION AGENCY 2) BHEL /BHEL AUTHORISED THRID PARTY INSPECTION AGENCY 3) MANUFACTURER/SUB CONTRACTOR/SUB VENDOR 4) APPROVED LAB	Worked By:	Checked By:	Approved By:
			B) ACTIVITY H: HOLD POINT , "P" PERFORMED BY "W" WITNESSED BY AND "R" REVIEW BY AS APPROPRIATE MA-MAJOR, CR-CRITICAL	 Sugandh Agarwal	 A K Swami

Kalinga

NPCIL	SUB VENDOR/SUB CONTRACTOR /MANUFACTURER NAME & ADDRESS		QUALITY ASSURANCE PLAN				PROJECT : GHAVP- 1 & 2										
	NPCIL APPROVED VENDOR/ SUB-VENDOR		ITEM:	ITEM: LP TURBINE SHAFT FORGING (MATERIAL)			NAME OF THE PACKAGE & MAIN CONTRACTOR										
	QAP NO REV NO & DATE		GHAVP-1&2/QAP/41112/00024 REV 00 DATE: 28.04.2023			TURBINE ISLAND PACKAGE &											
	NO OF PAGES		Page 4 of 8			BHARAT HEAVY ELECTRICALS LIMITED.											
S L NO	COMPONENT / OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY				REMARKS	NAME & SIGNATUTRE WITH DATE			
									P	W	R	H		1	2	3	4
1.	2.	3.	4.	5.	6.	7.	8.	9.	10				11	12			

1.08		QUALITY HEAT TREATMENT	MAJOR	REVIEW OF HT CHART	100%	ATM1220035 ATP1201002 NPCIL APPROVED PROCEDURE	HT CHART	3	-	1, 2	-						
1.09		PRODUCT ANALYSIS	MAJOR	CHEMICAL TEST	Each Shaft	ATM1220035 ATP1201002	TEST REPORT	4/3	-	1, 2							
1.10		TENSILE TEST	MAJOR	TENSILE TEST	ON TANGENTIAL, RADIAL AND AXIAL TEST PIECES FROM EACH END OF ROTOR BODY.	ATM1220035 ATP1201002 GHP12S-----100--GS300	TEST REPORT	4/3	2	1	-	MECHANICAL TEST TO BE WITNESSED BY BHEL / BHEL AUTHORISED INSPECTION AGENCY					
1.11		IMPACT TEST	MAJOR	IMPACT TEST	ON TANGENTIAL, RADIAL AND AXIAL TEST PIECES FROM EACH END OF ROTOR BODY.	ATM1220035 ATP1201002 GHP12S-----100--GS300	TEST REPORT	4/3	2	1	-						
1.12		FRACTURE APPEARANCE TRANSITION TEMPERATURE (FATT 50%)	MAJOR	FATT	FATT 50% ON TANGENTIAL, RADIAL AND AXIAL TEST PIECES FROM EACH END OF ROTOR BODY	ATP1201002 GHP12S-----100--GS300	TEST REPORT	4/3	2	1	-						




MANUFACTURER /SUB VENDOR SEAL SIGNATURE WITH DATE	LEGEND :	SEAL & SIGNATURE OF MAIN /PACKAGE CONTRACTOR.		
	A) AGENCY 1) NPCIL / NPCIL AUTHORISED THRID PARTY INSPECTION AGENCY 2) BHEL /BHEL AUTHORISED THRID PARTY INSPECTION AGENCY 3) MANUFACTURER/SUB CONTRACTOR/SUB VENDOR 4) APPROVED LAB B) ACTIVITY H: HOLD POINT , "P" PERFORMED BY "W" WITNESSED BY AND "R" REVIEW BY AS APPROPRIATE MA-MAJOR, CR-CRITICAL	Worked By:	Checked By:	Approved By:
		 Sugandh Agarwal	 A K Swami	 P K Bansal

(Signature)

NPCIL	SUB VENDOR/SUB CONTRACTOR /MANUFACTURER NAME & ADDRESS		QUALITY ASSURANCE PLAN				PROJECT : GHAVP- 1 & 2							
	NPCIL APPROVED VENDOR/ SUB-VENDOR		ITEM:	ITEM: LP TURBINE SHAFT FORGING (MATERIAL)			NAME OF THE PACKAGE & MAIN CONTRACTOR							
			QAP NO REV NO & DATE	GHAVP-1&2/QAP/41112/00024 REV 00 DATE: 28.04.2023			TURBINE ISLAND PACKAGE &							
			NO OF PAGES	Page 5 of 8			BHARAT HEAVY ELECTRICALS LIMITED.							
S L NO	COMPONENT / OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY	REMARKS	NAME & SIGNATURE WITH DATE			
									P W R H		1	2	3	4
1.	2.	3.	4.	5.	6.	7.	8.	9.	10	11	12			

1.13		VISUAL EXAMINATION & SURFACE CONDITION	MAJOR	VISUAL	100%	ATN1201008 NPCIL APPROVED PROCEDURE	TEST REPORT	3	1	-					
1.14		ULTRASONIC EXAMINATION	MAJOR	UT	100%	ATN1201008 NPCIL APPROVED PROCEDURE	TEST REPORT	3	1	-	-	AS PER GR 11			
1.15		MAGNETIC PARTICLE EXAMINATION OF GROUND AREAS (IF ANY)	MAJOR	MPI	100%	ATN1201008 NPCIL APPROVED PROCEDURE GHP12S-100-GS500	TEST REPORT	3	1	-	-	JOINT WITNESS OF UT BY 1 & 2			
2.00	FINAL DOCUMENTS / SHIPPING RELEASE / HISTORY DOCUMENTS														
2.01	ISSUE OF IRN BY BHEL	COMPLETION OF QAP CLAUSES	MAJOR	REVIEW OF DOCUMENTS	100%	ALL APPLICABLE QAP CLAUSES	IRN	2	-	1					
2.02	PREPARATION & SUBMISSION OF HISTORY DOCKET		MAJOR	MAJOR	100%	ALL APPLICABLE QAP CLAUSES	HISTORY DOCKET	3	-	1, 2					
2.03	SHIPPING RELEASE NOTE (SRN)	COMPLETION OF QAP CLAUSES & IRN	MAJOR	REVIEW OF DOCUMENTS	100%	ALL APPLICABLE QAP CLAUSES & IRN	SRN	1	-	-					

NOTE 1: ATTACHED DOCUMENT NO. "GHP/02/S/13401—6/MD/001" TITLED AS "INSPECTION AND TESTING REQUIREMENT FOR HP TURBINE ROTOR FORGING " IS FOR APPROVAL OF QAP.
NOTE 2: DOCUMENTS REFERRED IN QAP WILL BE SHOWN TO NPCIL DURING INSPECTION AT MANUFACTURER WORKS.

MANUFACTURER /SUB VENDOR	LEGEND : A) AGENCY 1) NPCIL / NPCIL AUTHORISED THRID PARTY INSPECTION AGENCY 2) BHEL /BHEL AUTHORISED THRID PARTY INSPECTION AGENCY 3) MANUFACTURER/SUB CONTRACTOR/SUB VENDOR 4) APPROVED LAB B) ACTIVITY H: HOLD POINT , "P" PERFORMED BY "W" WITNESSED BY AND "R" REVIEW BY AS APPROPRIATE MA-MAJOR, CR-CRITICAL	SEAL & SIGNATURE OF MAIN /PACKAGE CONTRACTOR.		
SEAL SIGNATURE WITH DATE		Worked By:	Checked By:	Approved By:
		 Sugandh Agarwal	 A K Swami	 P K Bansal

Handwritten signature/initials

V3

General Requirements for Quality Assurance Plans of Turbine Island Package for GHAVP-1&2

Legends used in Quality Assurance Plan:

W: Witness, not hold, BHEL to give advance notice to customer to associate during checks/tests but work shall proceed.

R: Review of records (by customer as indicated under column 'C').

H / CHP: Customer Hold Point

MTC: Material Test Certificate

Obs. Sheet: Observation Sheet

LS: Log Sheet

COC: Certificate of Compliance

Abbreviations:

CRITICAL:- The characteristic of a component, process or operation failure of which will surely cause operating failure or intermittent troubles which is difficult to rectify at site or render the unit unfit for use or cause safety hazards.

MAJOR :- The characteristic of a component, process or operation whose failure may cause operation failure which cannot be readily corrected at site or cause substandard performance, increased erection and maintenance cost, reduce life or seriously affect aesthetics.

MINOR :- The characteristic of a component, process or operation whose failure neither materially reduce the use ability of the product in operation nor does it affect the aesthetic aspects

1. H / CHP - Customer Hold Point: NPCIL QS witness/clearance is mandatory before proceeding with further activities. This activity shall be kept under hold till inspection clearance or written waiver is obtained from the agency responsible for this stage (NPCIL QS/their authorized representative).
2. W-Witness point: Witness points are critical steps in manufacturing and examination/inspection/testing where the supplier is obliged to notify NPCIL QS sufficiently in advance (at least 7 days) the start of the operation / test so that the same may be witnessed. The above notice periods are for BHEL shop Manufactured items only. For Sub-Contracted Items notice period for "W" shall be 15 days. The supplier may proceed with the work past a witness point in consultation with NPCIL QS or their authorised representative.
3. All test reports, test certificates & Quality control records shall be reviewed & accepted by BHEL before submitting the same for the review of NPCIL QS.

Raj Bhushan

[Signature]
08.10.2022

21/10/22 10/10/22
गणेश आरवाकर
NPCIL 9
गोरडी

N.K. Paul
10.10.2022
N. K. Paul
NPCIL

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4. Castings shall be procured from NPCIL/BHEL approved Foundries. Pouring for casting (Body & Disc) shall be done along with test bar. First pouring of casting will be witnessed by the supplier/NPCIL approved TPIA & sub vendor (as applicable). SS casting and forging shall be received in pickled & passivated condition.
7 days in advance intimation shall be given to all agencies.
5. Raw-material on the basis of co-related original material test certificate (MTC) from NPCIL/BHEL approved material manufacturer is acceptable. In absence of co-related material test certificate, all items will be PMI tested for establishing no. of heat /lot. And subsequent further tests as per material standard to be conducted on sample basis. Sampling will be decided on the basis of PMI. The samples for chemical and mechanical tests shall be drawn and witnessed by BHEL / NPCIL. Approved TPI / NPCIL. Chemical and mechanical tests shall be conducted in NPCIL/NABL approved laboratory only. BHEL QS shall submit all MTCs and test reports after their review & acceptance to NPCIL QS for final review and clearance. This review/verification & clearance by NPCIL QS is CHP. Stamping of raw material and stamp transfer shall be done by BHEL QS/NPCIL QS.
6. Wherever Customer Hold Point (CHP) is indicated, the supplier is to notify NPCIL QS or its authorised representative at least 7 days in advance. The above notice periods are BHEL shop Manufactured items only. For Sub-Contracted Items notice period for "CHP" shall be 15 days.
7. Sample selection, for random witnessing of the inspection, examination, testing shall be done by NPCIL QS. Sampling plan, unless otherwise indicated, should generally be in accordance with IS 2500, Part-I, AQL :1%, Normal Level-II. (Refer - QAD/MISC/PROC/ SAMPLING /001 Rev.: 0).
8. All the procedures mentioned in the QAP like NDE procedures, hydro test, WPS etc, shall be checked, reviewed and approved by BHEL before submitting to NPCIL for approval. All NDE procedures shall have approval of Level III qualified personnel and prepared by Level-II person of BHEL/Sub-vendor.
9. The heat treatment furnaces shall have temperature recorder and valid calibration report. Calibration shall be done as per national standard /international standard/ as per NPCIL specification, if specified. All the calibration report will be checked by the NPCIL QS.
10. Calibrated instruments/gauges/thermocouples etc, shall be used during inspection and testing.
11. All NDE shall be carried out by Level-I/Level-II/Level-III & evaluated by Level -II/Level-III qualified person from ISNT/ASNT.
12. Chemicals used for LPT and MPT shall be from NPCIL approved brands only. BHEL will review TC's and reports before submitting to NPCIL.
13. Welding consumables shall be from NPCIL approved brand list. All batches of electrodes shall be tested as per referencing document.
14. Supplier can prepare their own NDE procedures meeting requirement of NPCIL specification and submit for approval. Alternatively, NPCIL procedure can be adopted by the supplier. The supplier shall submit the same and technique sheet along with modification, if any, for approval.
15. Inspection stages in the QAP are considering suppliers are from India based on past experience. In case of foreign suppliers, the QAP remains same, but the stage inspection extent (witness and hold points) may change, based on the type and strength of supplier to be

Brj Bhushan

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 10.10.2022
 N. K. Paul
 NPCIL

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- finalized after mutual discussion. Change in inspection extent will depend upon the participation of BHEL during manufacturing of items in foreign countries. It is expected that the participation of BHEL will be same or more as indicated in the QAP.
16. Spares shall undergo same testing/inspection requirements as per original items.
 17. All items shall be stamped by vendor's name/monogram apart from item description, size, serial no., class, material code, rating, grade, etc. and meeting MSS-SP-25 and NPCIL specification.
 18. Certified material test report (Indicating material, size, item description, lot no., heat no., NDE report nos., check test certificate, vendors final certificate nos., etc.) shall be submitted.
 19. The contractor / manufacturer shall prepare "History Docket" for the items supplied, compiling various inspection / test reports and also other relevant documents as per the tender specification/NPCIL procedure, and submit to NPCIL, QS prior to issue of complete/ final Shipping Release (SR) (on completion of entire PO/SPO). As the final SR will be a part of History Docket, issuance of final SR & review of History Docket by NPCIL, QA shall be done simultaneously.
 20. Bevel end/ SW ends shall be suitably protected from any damage.
 21. In case of material/item acceptable to NPCIL on the basis of compliance certificate, the same to be provided by OEM and shall be certified by the BHEL.
 22. Reference documents as mentioned in Quality Assurance Plan shall be shown to Customer at the time of inspection for BHEL shop manufactured items.
 23. Brazer and Brazing Procedure Qualification shall be NPCIL approved. Brazer and Brazing Procedure Qualification shall be done in the presence of NPCIL QA representative. Only approved Brazer by NPCIL shall perform NPCIL jobs.
 24. During manufacturing, only latest revision of drawings/specifications/procedures/code shall be used.
 25. Whenever witnessing (W) by NPCIL is specified, BHEL's representative shall also witness the test.
 26. Inspection call should be raised such that there is optimisation of visits and inspection activities.

Raj Bhusan
 C. B. B. Tripathy
 BHEL HWR

Arvind Swami
 08.10.2022
 (Arvind Swami)
 BHEL, HWR

10/10/2022
 NPCIL
 N. K. Paul
 10.10.2022
 N. K. Paul
 NPCIL

KRM

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

 For & On behalf of the Principal
 (Office Seal)

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

Place _____
 Date _____

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

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

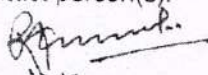
SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

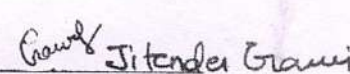
- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words,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

Note:

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

Details of contact person(s):

(1) 
Name: Ravi Kumar
Deptt: PPX-T
Address: BHEL HEEP, HARIDWAR
Phone: (Landline/ Mobile)
01334-281275
Email: Ravikumar.2@bhel.in
Fax: _____

(2) 
Name: Jitender Gauri
Deptt: PPX-T
Address: BHEL HEEP, HARIDWAR
Phone: (Landline/ Mobile)
01334-281960
Email: Jgauri@bhel.in
Fax: _____

ANNEXURE- CUSTOMER (NPCIL) INFORMED TPIA LIST

Please find below NPCIL TPIA requirements mentioned in customer specification for ordered subject projects. NPCIL informed TPIA list.

71.	New Clauses	QUALITY ASSURANCE, INSPECTION, ACCEPTANCE AND REJECTIONS	<p>The following clause is added :</p> <p><u>Third Party Inspection Agencies (TPIAs) for providing inspection services on behalf of package contractors</u> The third party inspection agencies (TPIAs) [] for providing QS coverage on behalf of package contractors are as follows :</p> <p>(a) M/s Certification Engineers International Limited. (b) M/s TUV Sud South Asia Pvt. Ltd. (c) M/s Lloyd's Register Asia (d) M/s TUV Rheinland (india) Pvt. Ltd. (e) M/s SGS India Pvt. Ltd. (f) M/s Bureau Veritas (India) Pvt. Ltd. (g) M/s TUV Nord, India (h) M/s IRCLASS Systems and Solutions Pvt. Ltd. (i) M/s Tata Project Limited.</p> <p>The TPIAs listed above at SR. No. (a) to (g) are [] for providing QS coverage within India and abroad on behalf of package contractors. The TPIAs listed above at Sr. No. (h) and (i) are [] for providing QS coverage within India only on behalf of</p>
-----	-------------	---	--

(SCC) Clause No.	ITT/ GCC Clause Reference	Clause Description / Content	Special Conditions
			<p>package contractors.</p> <p>Inspection personnel of above nine TPIAs shall be subjected to evaluation and acceptance by NPCIL before engaging them for inspection on NPCIL jobs.</p> <p>TPIAs listed above are liable for rejection by Purchaser in the event of non-performance / violation of QS procedures during the execution of the contract.</p> <p>Bidder to note that there shall not be any price implication in the event of rejection of any approved TPIAs by the PURCHASER during the execution of the contract.</p>

For Foreign supplies: -

"The vendor will have to submit credentials of inspection personnel [from TPIA listed from (a) to (g) above], who will be subjected to evaluation and acceptance by NPCIL before engaging them for inspection on NPCIL jobs."

ANNEXURE- TPIA (THIRD PARTY INSPECTION AGENCY)
CREDENTIALS

**Following list of documents/details to be submitted as per our revised work instruction
by main contractor for acceptance of foreign country based TPIA**

Sl.No.	Description of documents
01	Organizational structure of TPIA along with details of Quality Management System.
02	Details of office locations of TPIA.
03	Financial details: <ol style="list-style-type: none">1. Annual turnover of TPIA for last 3 years which should be at least equal to estimated contract value.2. The purchase order of successfully three completed orders (along with its order value) by TPIA for last five years.
04	Reference list of clients for whom inspection and related activities have been carried out by TPIA for last 3 years.
05	Valid ISO: 9001/ISO/IEC-17020 accreditation certificate of TPIA. The certificate issued to TPIA should be applicable to proposed inspection location/country.
06	CV & surveyors detail(as per annexure-I).

Documents related to TPIA & their surveyors (CV & surveyors detail list) must be signed by authorized signatory of TPIA as well as Manufacturer.



**MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT
(FOR GHAVP- 1&2, KAIGA-5&6 AND GHAVP- 3&4)**

**मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट
(GHAVP- 1&2, KAIGA-5&6 और GHAVP- 3&4 के लिये)**

Ref No: संदर्भ सं.:	BHEL/VP/	Date: तिथि:	
i.	Main Contractor मुख्य संविदाकार	BHEL, Haridwar	
ii.	Project / परियोजना	GHAVP- 1&2, KAIGA-5&6 AND GHAVP- 3&4 (NPCIL)	
iii.	Package Name पैकेज का नाम	TURBINE ISLAND PACKAGE	
iv.	Proposed Item for inspection		
v.	TPIA Name and Address of the proposed inspection		
vi.	Brief description of the TPIA, their Services and capabilities in terms of manpower, etc.: - Details are mentioned below; (attached documents as Annexure-A) Brief description of the TPIA Services: Quality Management System.: MANPOWER:		

vii.	<table border="1"> <tr> <td>BHEL PO Numbers already inspected by TPIA of similar items (attach Unpriced P.O. copies as Annexure-B)</td> <td> 1. 2. 3. </td> </tr> </table>	BHEL PO Numbers already inspected by TPIA of similar items (attach Unpriced P.O. copies as Annexure-B)	1. 2. 3.																						
BHEL PO Numbers already inspected by TPIA of similar items (attach Unpriced P.O. copies as Annexure-B)	1. 2. 3.																								
viii.	<p>Details of and financial capability of TPIA: - Details are mentioned below (attached Valid documents as Annexure-C)</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Year</th> <th>Sales</th> <th>Profit Before Tax</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2018-2019</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>2019-2020</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>2020-2021</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>2021-2022</td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No.	Year	Sales	Profit Before Tax	1	2018-2019			2	2019-2020			3	2020-2021			4	2021-2022						
Sl. No.	Year	Sales	Profit Before Tax																						
1	2018-2019																								
2	2019-2020																								
3	2020-2021																								
4	2021-2022																								
ix.	<p>Whether the Manufacturer supplied the Equipment/item/component to BHEL/NPCIL earlier, after inspection by TPIA. If supplied, please mention the project name and year; - Details are mentioned below</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Relevant Equipment/item/component</th> <th>Project Name</th> <th>Year</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No.	Relevant Equipment/item/component	Project Name	Year																				
Sl. No.	Relevant Equipment/item/component	Project Name	Year																						
x.	<p>Details of their ISO and other certifications: - Details are mentioned below (attached Valid documents as Annexure-E)</p> <ol style="list-style-type: none"> ISO 9001:2015 Other certificates are 																								

We confirm that as per BHEL assessment, the proposed sub-vendor is fully capable for supplying the item in the project.
BHEL के आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित उप-विक्रेता प्रस्तावित मद की आपूर्ति के लिए इस परियोजना में उपयुक्त है।
Additional Remarks: -

Name / नाम	Design./ पद	Sign / हस्ताक्षर	Date/ तिथि

ANNEXURE-VENDOR CREDENTIALS



MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT (FOR GHAVP- 1 & 2)

मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट (GHAVP- 1 & 2के लिये)

Ref No: संदर्भ सं.:		Date: तिथि:	
I.	Main Contractor मुख्य संविदाकार		
II.	Project / परियोजना		
III.	Package Name पैकेज का नाम		
IV.	Proposed Item / प्रस्तावित मद		
V.	Name and Address of the proposed Sub-vendor's works / प्रस्तावित सब-वेंडर का नाम तथा पता		
VI.	Brief description of the Sub-contractor, their products and capabilities in terms of manpower, machines, testing facilities etc.:- Details are mentioned below;		
VII.	Supplier Performance Rating out of 100 (If applicable)		
VIII.	BHEL PO Numbers already Placed on Vendor		
IX.	Details of and financial capability of Sub-contractor:- Details are mentioned below		
X.	Whether the Sub-contractor supplied the Equipment/item/component to BHEL/NPCIL earlier. If supplied, please mention the project name and year;- Details are mentioned below		
XI.	Details of the other customers of the Sub-contractors:- Details are mentioned below.		
XII.	Details of their ISO and other certifications:- Details are mentioned below		
<p><i>We confirm that as per BHEL assessment, the proposed sub-vendor is fully capable for supplying the item in the project.</i> <i>BHEL के आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित सब-वेंडर, प्रस्तावित मद की आपूर्ति के लिए इस परियोजना में उपयुक्त है।</i> Additional Remarks:-</p>			
Name / नाम	Design./ पद	Sign / हस्ताक्षर	Date/ तिथि

NUCLEAR POWER CORPORATION OF INDIA LTD.

(A Government of India Enterprise)

CHECKLIST & RECOMMENDATION FOR EVALUATION OF VENDORS

Tender No :

Item/Package :

Name of Main Contractor :

Address and contact details of
Main Contractor :

Name of Sub-
contractor/Vendor :

Address of Sub-contractor :

Items for which approval is
sought :

.0 General:

.1) Key Personnel contacted :

a) Senior Management :

b) Quality Co-ordinator :

c) Others (Production, Planning
etc.) :

FOLLOWING ARE TO BE COMMENTED

.2) Recognition details if any code
Stamps like U1, U2, ASME N,
NPI or certification Like ISO :
9001, 14000 etc. (Verify the
records)

.3) Floor space availability for present
Activities/for future expansion :

a) Indoor :

b) Outdoor :

.4) Level of House keeping :

- 1.5) Whether NPC jobs executed earlier :
- 1.6) Delivery Performance (Schedule vs Actual) (Verify records) :
- 2.0 Technical**
- 2.1) Quality Control
 - (a) Incoming Material Inspection :
 - (b) Process Inspection :
 - (c) Final Inspection :
- 2.2) Plant & Machinery :
 - (a) General condition & Age :
 - (b) Confirms to the details submitted in application :
- 2.3) Calibration facilities :
- 2.4) Calibration records :
- 2.5) NDE Qualification records :
- 2.6) Is there a system of selecting/ short listing Sub-vendors? :
- 2.7) Availability of Testing facilities :
- 2.8) Whether working of following are satisfactory?
 - (a) Production :
 - (b) Quality control : :
- 2.9) Understanding of scope of work :
- 2.9.1) Understanding of technical requirement of Job :

- 2.10) Availability and understanding of related standards. :
- 2.11) Capacity of the Vendor to fabricate and inspect :
- 2.12) Understanding of special Examination/ Testing (like ultrasonic Examination/ Helium Leak testing, Optical alignment testing etc.) :
- 2.13) Availability of special facilities :
- 2.14) Facilities/Machineries/testing equipment available in the shop floor to meet technical requirement of the job :
- 2.15) Qualified and experience Manpower in the shop floor to execute the specified job :

3.0 Quality System :

- 3.1) If ISO certified, check the availability and accessibility of Quality system manual :
- 3.2) Validity of ISO certification :
- 3.3) Whether Quality Control plan and Procedures are prepared? :
- 3.4) Whether organisation chart is available? :
- 3.5) What is the level of Quality Control in the organisation? :
- 3.6) Whether working of following are Satisfactory?
 - (a) Document control :
 - (b) Process Control :
 - (c) Non-conformances control :

- 3.7) Whether Internal Quality Audits are carried out? :
- 3.8) Whether non-conformities during Internal Audits are recorded and disposed off following laid down procedure? :

□

4.0 Assessment

4.1 Understanding and interpretation by vendor

Sl.No	Area of Assessment	Observation	Remark
1	Scope of work	Good/Satisfactory/Unsatisfactory	
2	Related standard	Good/Satisfactory/Unsatisfactory	
3	Construction features	Good/Satisfactory/Unsatisfactory	
4	Functional Requirement	Good/Satisfactory/Unsatisfactory	

4.2 Capability of Vendor

Sl.No	Area of Assessment	Observation	Remark
1	To design/develop	Good/Satisfactory/Unsatisfactory	
2	To fabricate	Good/Satisfactory/Unsatisfactory	
3	To inspect	Good/Satisfactory/Unsatisfactory	
4	Specify remark on the capability of vendor to execute the job	Good/Satisfactory/Unsatisfactory	

4.3 Comments if any w.r.t. delivery schedules:

4.4 Comments if any on quality of product:

5.0 Conclusion:

Signatures of Team Members.

Sl.No	Name	Designation	Signature & Date



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

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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 until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

- The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

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

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



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- 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 of 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.

If the counter offer is to be given to other qualifying Vendor(s) (e.g. in case of splitting of order, MSE Vendors or the case of Purchase preference to make in India), then the basic price for each qualifying vendor has to be calculated taking the landed cost of the L1 vendor as reference. Basic price will be calculated by working backwards from the landed cost of L1 vendor in following manners;

(1) Counter offer in case of MSE Vendor(s) or the case of Purchase preference to make in India:

Landed cost of L-1 vendor will be reduced by notional loading of late delivery penalty to the extent the same is not applicable to the vendor being counter offered. The result so arrived at will be put as landed cost and basic price to be counter offered will be worked backward therefrom in price structure of the concerned vendor.

(2) Counter offer in case of Splitting:

Landed cost of L-1 vendor will be reduced by custom duty and notional loading of late delivery penalty to the extent the same is not applicable to the vendor being counter offered. The result so arrived at will be put as landed cost and basic price to be counter offered will be worked backward therefrom in price structure of the concerned vendor.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

If the basic price so computed is less than the basic price of the L1 vendor, then this basic price shall be counter offered, otherwise the basic price of L1 vendor shall be counter offered.

- K) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.
- L) 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 outrightly. 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.

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) Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.
- d) In case the vendor quotes the prices on CFR basis and BHEL accepts the delivery term on CFR, **0.25 %** (of CFR Value) towards port handling charges & **1.5 %** (of CFR Value) towards inland freight or actual freight charges as per BHEL freight rate contract whichever is higher, shall be loaded in the prices for ascertaining the landed cost to decide the comparative status of the prices.
- e) However, if BHEL agrees to accept the FOB delivery terms, the FOB prices shall be loaded **2.0%** (of FOB Value) towards sea freight, **0.25%** (of FOB Value) towards port handling charges & **1.5%** (of FOB value) towards inland freight for

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

ascertaining the landed cost to decide the comparative status of the prices.

f) Basis of Evaluation for Bid / Quotation in foreign currency:

1. Currency exchange rate (TT selling rates of SBI) for evaluation of the bid / quotation received in foreign currency will be as follows:
2. Single part bid – Date of tender opening.
3. Two / Three-part bid – Date of part 1 opening.
4. Reverse auction – Date of part-1 opening.

Note: - Financial evaluation of L1, L2 ----- status will be on the basis of Landed Cost to BHEL.

f1) Currency of Evaluation shall be INR.

g) Evaluation of Indian Agents Commission:

1. BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines.
2. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.
3. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.

h) While submitting your bids please clearly indicate:

1. Expected weight of goods (lots wise).
2. The size of packed goods.
3. Whether the goods can be dispatched in containers?
4. Port of Loading.
5. Port of Discharge.

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 dispatched by sea, unless stated otherwise in the tender enquiry or purchase order.
- b) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders.
- c) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).

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- d) Any demurrage / Godown Rent payable to the Port Authorities due to any delay attributed by the supplier will be recovered from supplier's account.
- e) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- f) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and / or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any paid by BHEL (for stated reasons).
- g) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- h) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container / High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
- i) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.
- j) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.
- k) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- l) **The invoices being issued by shipping lines must be in the name of BHEL. Any loss in GST due to submission of discrepant document will be recovered from supplier / vendor.**
- m) While booking the shipment, bidder to also finalize **destination charges** and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- n) If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in para "p" (below), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.
- p) **Information related to OBL / AWB Documents:**
- I. Consignee name and address should be same as mentioned in the Purchase order.
 - II. Notify party: Name and address will be as follows :(For discharge port Mumbai or Nhava Sheva)
Bharat Heavy Electricals Limited
14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005
Email: msseahwr@bhel.in & ppximx@bhelh.in (in case of Sea Shipments)
Email: msair@bhel.in and ppximx@bhel.in (in Case of Air shipments)
- For latest updating please refer our web site:
<https://hwr.bhel.com>
- III. OBL should clearly mention the Indian agent address and contact details.
 - IV. OBL should be issued as per UCP 600.
 - V. In case of shipments other than FOB, OBL should mention the container detention free period.

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VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to BHEL-Mumbai office (Address at Para "p-II") with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings (BL) may be routed through bank based on the other agreed terms and conditions of purchase order.

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.

"In case of CFR shipment where BHEL accepts the date of inspection as the date of delivery for the purpose of LD, the vendor has to ensure the shipment within 30 days for containerized cargo and 45 days maximum for Break bulk cargo from the date of inspection. Any delay, beyond this period, which is not attributable to BHEL shall be considered for application of LD."

"In case of FOB shipment, vendor has to intimate the readiness of cargo after inspection to BHEL nominated Freight forwarder minimum 15 days in advance for containerized cargo and 30 days in advance for Break bulk cargo before the FOB delivery date. The delay in shipment due to late intimation to BHEL nominated freight forwarder

and not attributable to BHEL will be considered for application of LD".

- 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) The delivery date for LD purpose will be the Bill of Lading Date/Air way bill.
- g) 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 Material / Item 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) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.
- d) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.

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- e) In case of payment after receipt and acceptance of material, 100% payment will be made 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 may get delayed.

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 < 120 days.
Advance	Delivery Period + 120 Days -Advance Payment Days

11. 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.

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

- a) 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) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- c) 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.

13. 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).

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14. 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.

15. 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.
- 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 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.

16. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/ AWB, 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.

17. PHYTOSANITARY CERTIFICATE:

- a) As per the Indian Law, all consignments being imported into India by air / sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer / dispatch documents that the required phytosanitary certificate will be submitted.
- b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

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

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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.
- 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 the 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

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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.

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

JURISDICTION: The courts of New Delhi, India, shall have exclusive jurisdiction.

22. 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/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.
- g) 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.
- h) 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.

23. 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%.

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- '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.
- 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

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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, 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.

24. 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."

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25. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.
- c) 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. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- e) "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;
1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious 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).

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) 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.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version June-2021, Rev: 06)

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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) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- b) An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- a) 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.**

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

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- 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.

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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%.

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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.

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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



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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.



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- 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:

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



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- 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



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(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 require document 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.



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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.



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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,



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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.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) 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. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- e) "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;
 1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



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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: CERTIFICATE REQUIRED AS PER ORDER NO F.No.6182019-PPD UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES (GFRS) 2017

ON COMPANY LETTER HEAD

Date -

CERTIFICATE REQUIRED AS PER ORDER NO F.No.6182019-PPD UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES (GFRS) 2017

To,
M/s Bharat Heavy Electricals Ltd.
Heavy Electrical Equipment Plant
Haridwar – 249403

Ref:
Tender No. –

I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that 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 (.....) fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority shall be attached).

Authorized

Self-certification

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P-45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019 & 04.6.2020, it is hereby certifying that we

.....

(supplier name) are(Class-I/Class-II) local supplier and will meet the requirement of minimum local content of (50%/20%) as defined in public procurement order dated 04.6.2020 for material against Enquiry no.

.....

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

.....

.....

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

Seal & Signature of Supplier

Annexure-Model conciliation clause

MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

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

Notes:

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure----- to this GCC/Agreement/Contract/MoU etc. (strike off whichever is inapplicable).

The Annexure ----- together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable).

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure -----to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure -----with effect from the date as intimated by BHEL to it.

Law Seal