

TENDER DOCUMENTS



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 281183

BHEL OPEN TENDER ENQUIRY No: T/3990/23/0153K/1

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine) / 2024

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 **HEAT RESISTANT STEEL BAR, GRADE X22CrMoV12-1 as per Annexure- (Item Details).**

Note: The Offer shall be submitted on the NIC E-Procurement portal only

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. **Bidders are required to quote for the material supply only in their offer. BHEL shall place the Purchase Order only for material supply on vendor. Inspection is in the scope of BHEL (Inspection will be done by BHEL or BHEL appointed and NPCIL approved TPI)**
3. Inspection requirements related to this tender shall be as per **Annexure-Quality Requirements.**
4. 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.
5. Price bid shall be opened for customer approved vendors only.
6. 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.
7. The evaluation currency for this tender shall be INR.
8. 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 May-2024, Rev: 07.**
9. Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows:
 - (a) Loading will be done @ Base rate of SBI + 6% (per annum) of basic cost of the items as per table mentioned under the clause 'Payment Terms' in GISTC.

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(b)The base rate of SBI shall be considered as applicable on 31st March of preceding year from tender due date

10. The quotation shall be valid for a **minimum period of 90 days**, effective from the date of tender opening.
11. Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.
12. The total quantity may undergo change at the time of ordering.
13. Test certificate and Guarantee certificate to be provided by vendor as per specification.
14. End of bars should be squared and sawed off properly.
15. There should be proper stamping of cross section, Heat number, material grade, vendor code/vendor name on each bar at the pitch of one meter.
16. Quantity tolerance should be $\pm 10\%$.
17. Vendor to submit duly signed & sealed Integrity Pact in BHEL format along with offer.
18. Contact Details of Purchase officer of BHEL are following.
 - a) Tuhin Kanti Dey, Manager (PPX-T), PH. No.-01334281183
E-mail-tuhindey@bhel.in
 - b) Rahul Kumar, Sr. Manager (PPX-T), PH. No.-01334281155
E-mail- kumar.rahul@bhel.in
19. 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.
20. 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.
21. 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.

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b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.

c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender.

d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific.

e. In case order is to be placed and executed by agent following aspects are to be ensured:

- Manufacturer of the agent should meet the PQR as defined in tender.
- Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.

22. All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall **not** be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). This item can be procured from the vendors from countries which shares a land border with India, and in such cases, the bidders from countries which shares a land border with India, will **not** be required to be registered with the Competent Authority i.e. registration committee constituted by DPIIT. Therefore, GISTC clause “RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs),2017” is not applicable for this case.

23. Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version May-2024, Rev: 07)**. 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.

24. Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:

i. from dues available in the form of Bills payable to defaulted supplier against the same contract.

ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit

iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.

25. Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>”.

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

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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](http://www.bhel.com) and/or under applicable legal provisions.

26. **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

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apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

Vendor to submit duly filled and signed Non-Disclosure Agreement (NDA) i.e. Annexure (NDA) to get the drawings and specifications from BHEL.

The tender documents can be downloaded from our web site www.bhel.com/ or <https://hwr.bhel.com/bhelweb/Home.jsp>. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit Tender Fee of Rs. 2,000/- (Rupees two thousand only) in the form of Pay Order /e-payment/ Demand Draft (drawn in favour of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender documents are required, then the same may be collected against copy of Pay Order / e-payment/Demand Draft of requisite tender fee (while original to be submitted with Part-I). **However, if no hard copy of any tender documents are required from BHEL, no tender fee is required to be submitted.**

No Interest shall be payable upon EMD & Performance security or any amount payable to contractor under the contract.

Vendors must also remit the **requisite EMD (Earnest Money Deposit) of Rs. 6,00,000/- (Rupees Six lakhs only)** in the form of Banker's cheque/Pay Order/ E-payment / Demand draft (drawn in favor of 'BHEL HARIDWAR')/Fixed deposit receipts/Bank Guarantee (in equivalent foreign exchange amount) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form/Insurance surety bonds. **If EMD is not submitted along with the offer (Part-I) then the offer shall be out rightly rejected.** EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. EMD shall not carry any interest.

In case of pay order/demand draft, soft copy of transaction slip is to be uploaded along with Part 1 on portal while hard copy of the same shall be submitted to BHEL HEEP Haridwar. **For E-payment, the fund has to be credited to BHEL account before part-1 tender opening**

"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.

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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 May-2024, Rev: 07** hoisted on our website <https://hwr.bhel.com/bhelweb/Home.jsp> in are to be submitted for availing exemption from submission of Tender Fees & EMDs.

A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.

EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

Performance Security:

To ensure due performance of the contract, **Performance Bank Guarantee (PBG) or Security Deposit (SD)**, hereafter referred as **performance security** is to be obtained from the successful bidder awarded the contract.

Total amount of **performance security shall be 10% of total PO value.**

Performance security is to be furnished by **14 days after date of PO and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.**

Performance security may be furnished in the following forms:

(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.

(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the bidder, a/c BHEL).

(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(v) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. **The Performance Security shall not carry any interest.**

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.

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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. **Techno -Commercial Bid offer.**
3. **Techno-commercial terms and conditions as per Annexure (Techno-commercial terms and conditions).**
4. **Annexure (Self-Certification Certificate (MII))**
5. **Annexure (Signed Quality plan)**
6. **Annexure (Quality Requirements)**
7. **Annexure-NDA**
8. **Annexure- GISTC**

Part II (Cover-2) - Containing the following

1. **Price Bid as per attached Annexure (Price Bid Format)**

2. Salient Details of Notice Inviting Tender (NIT)		
Sl. No.	Issue	Description
1	Item details	As per Annexure- Item details
2	Issue of Tender Documents	From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
3	Due Date of Offer Submission	Date: 10.10.2024 Time: 13:45 hrs https://eprocurebhel.co.in/nicgep/app Offer to be submitted in online only through e-procurement Portal (Bidders are requested to visit website to view corrigendum/ addenda/amendments/ extension/ modification etc. before submitting offer).
4	Opening of Tender (Techno-Commercial Bid, Part-1)	Date: 10.10.2024 Time: 14.00 Hrs Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.
5	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information.

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E-Procurement Portal Inputs

Procedure for Submission of Offer for E – Tender-Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app> . Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

Hardware and Software requirements for participating in e-tender

Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in/nicgep/app>

Digital Signature

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website <https://www.bhel.com>

NIC portal Helpdesk Contacts

For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002
0120-4200 462
0120-4001 005
0120-6277 787

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - support-eproc@nic.in

Note

Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained and shall be out rightly rejected.

SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.

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Annexure-Item Details

Sl. No.	Item description	Material Code	Quantity (Kg)
1	BLADE BAR X22CrMoV12-1 Rp0.2 700 Mpa size- 72X90 SPEC: HW10656 REV: 01	HW1060356015	Lot-1: 6502 kg by 01.06.2025 Lot-2: 6502 kg by 01.04.2026
2	BLADE BAR X22CrMoV12-1 Rp0.2 700 Mpa size- 82X100 SPEC: HW10656 REV: 01	HW1060356023	Lot-1: 4819 kg by 01.06.2025 Lot-2: 4819 kg by 01.04.2026
3	BLADE BAR X22CrMoV12-1 Rp0.2 700 Mpa size- 90X117 SPEC: HW10656 REV: 01	HW1060356031	Lot-1: 6044 kg by 01.06.2025 Lot-2: 6044 kg by 01.04.2026
4	BLADE BAR X22CrMoV12-1 Rp0.2 700 Mpa size- 90X124 SPEC: HW10656 REV: 01	HW1060356040	Lot-1: 6901 kg by 01.06.2025 Lot-2: 6901 kg by 01.04.2026
5	HEAT RESISTANT STEEL BAR, X22CrMoV12-1, SIZE, 87X38 SPEC: HW10658 REV: 01	HW1060358018	Lot-1: 3238 kg by 01.07.2025 Lot-2: 3174 kg by 01.08.2025 Lot-3: 3238 kg by 01.09.2025 Lot-4: 6413 kg by 01.04.2026
6	HEAT RESISTANT STEEL BAR, X22CrMoV12-1, SIZE, 97X46 SPEC: HW10658 REV: 01	HW1060358026	Lot-1: 4544 kg by 01.07.2025 Lot-2: 4618 kg by 01.08.2025 Lot-3: 4544 kg by 01.09.2025 Lot-4: 9163 kg by 01.04.2026

Annexure-PQR

PQR No	Item Description	Material Grade	Material Specification	Date of issue
PQR/HW10658 & HW10656, Rev 00	Rectangular Bar	X22CrMoV121	HW10658 / HW10656	09.11.2023

Technical Pre-Qualification Requirement:

1. Experience Requirement:

- a. Vendor must have manufactured and supplied rectangular flat bars in material grade X22CrMoV121 in quenched and tempered condition. Vendor must have supplied at least 4000kg of rectangular flat bars in last 7 years on enquiry issue date.

In support of above, vendor to submit details of their past supply experience in table below:

Sl. No	Material Grade	Purchase Order No. & Customer Details	Cross Section of bar	Quantity (kg)	Date of supply
1					
2					

- b. Following documents are to be submitted in support of above:
- I. Purchase order(s) copy satisfying 1a
 - II. Test certificate (duly witnessed / certified by Third Party Inspection agency / accepted by Customer) of above purchase order(s). Test certificates shall cover details of size of bar, raw material details, chemical composition report, heat treatment details and results of mechanical test & Non-destructive test reports etc.
- c. Vendor has to submit satisfactory performance feedback from their end customer for past supplied rectangular flat bars of X22CrMoV121.

Or

Vendor to submit evidence that they are regular supplier of rectangular bars of above material grade. In support of this vendor to submit two or more unpriced purchase order copies having total quantity of at least 4000 Kg from single customer.

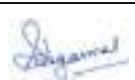

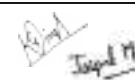


2. Manufacturing and Testing Facilities:

- a. **Vendor to confirm that they** have in house rolling / forging and heat treatment facility to manufacture rectangular bars of enquiry dimensions. Details of in-house facilities for rolling / forging and heat treatment are to be submitted.
- b. Vendor to furnish details of in-house steel melting and refining facilities to manufacture raw material for further rolling/forging for turbine blade flats.
In case, steel melting facility is not available in house, vendor to inform their source of raw material with their melting & refining facilities and past experience of enquiry material grade.
- c. Vendor to furnish inhouse testing facilities as per the requirement of enquiry specification.
In case of outsourcing of any test, vendor to agree to carry out testing at labs duly approved by NABL / Govt. / any other lab accrediting agency like ILAC/APLAC etc.

Note to Vendor:

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

NUCLEAR POWER CORPORATION OF INDIA LIMITED

P.O. NO. : CMM/ETM/00-40-11-0005/PO/48571B		QUALITY ASSURANCE PLAN				QAP NO. : GHAVP-1&2/QAP/41111/00021	
Dated : 30.08.2021		ITEM: HP MOVING BLADES (stage 1-5)				REV. NO. 00 DATE: 05.09.23	
		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
RSA0300009, RSA0300010, RSA0300011, RSA0300012	HP MOVING BLADES (stage 1-5)	HP MOVING BLADES (stage 1-5)		PREPARED BY	CHECKED/REVIEWED BY	APPROVED BY	
<p style="text-align: center;">FOR PACKAGE/MAIN CONTRACTOR</p> <p>(1) All the requirements of PO, Specification, Drawing, Datasheet, are incorporated in this QAP.</p> <p>(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.</p>			AFFIX STAMP & SIGNATURE OF PACKAGE/MAIN CONTRACTOR	SIGNATURE			
			NAME				
			DATE				
			FOR NPCIL			Approved as noted	
	CHECKED BY	REVIEWED BY	APPROVED BY		CHECKED BY	REVIEWED BY	APPROVED BY
SIGNATURE				SIGNATURE			
NAME	SUGANDH AGARWAL Dr. Manager (QA-06) & QA Manager (QA) BHEL, HARIDWAR	Dr. Manoj Kumar Bhatnagar Dr. Manager (QA) & QA Manager (QA) BHEL, HARIDWAR	Dr. Manoj Kumar Bhatnagar Dr. Manager (QA) & QA Manager (QA) BHEL, HARIDWAR	NAME	Karmveer Singh JAIPAL MUNDRI	N. K. Paul CE	S. K. JAIN
DATE	05.09.23	05.09.23	05.09.23	DATE	08.09.2023	08.09.2023	08.09.2023

Note: This QAPs has been approved before placement of sub PO. BHEL shall submit the same QAP duly signed by sub vendor with PO details after placement of sub PO for NPCIL QS coverage.

QAP REVISION CONTROL SHEET




SL NO	Description	No of Pages	Revision no with date
1	New issue	8	Rev no 00 Dated 05.09.23



NPCIL	SUB VENDOR/SUB CONTRACTOR /MANUFACTURER NAME & ADDRESS		QUALITY ASSURANCE PLAN					PROJECT : GHAVP- 1&2				
	NPCIL APPROVED VENDOR / SUB VENDOR		ITEM:	ITEM: HP MOVING BLADE (STAGE 1 TO 5)				NAME OF THE PACKAGE & MAIN CONTRACTOR				
			QAP NO REV NO & DATE	GHAVP-1&2/QAP/41111/00021 REV 00 DATE: 05.09.2023				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 & SIGNATUTRE WITH DATE			
									P	W	R	H		1	2	3	4
1.	2.	3.	4.	5.	6.	7.	8.	9.	10				11	12			

1.00 RAW MATERIAL INSPECTION																		
1.01	BLADE BARS	CHEMICAL ANALYSIS	MAJOR Critical	CHEMICAL TEST	EACH MELT	NB 00141		TEST REPORT	3 / 4	-	1, 2	-	REFER TO NOTE 5 OF GR					
1.02		QUALITY HEAT TREATMENT	MAJOR Critical	REVIEW OF HT CHART	100%	NPCIL APPROVED PROCEDURE		REPORT & HT CHART	3	-	1, 2		REFER TO NOTE 9 OF GR					
1.03		HARDNESS TEST (BRINELL)	MAJOR Critical	MECHANICAL TEST	100%	NB 00141 HTGD655088 GHP12S-----100—GS300		TEST REPORT	3	2	1	-						
1.04		TENSILE TEST	MAJOR Critical	MECHANICAL TEST	1 SAMPLE FROM THE HARDEST & SOFTEST BAR PER HEAT TREATMENT BATCH		NB 00141 HTGD655088		TEST REPORT	3	2, 1	1	-					
1.05		CHARPY V-NOTCH IMPACT TEST	MAJOR Critical	MECHANICAL TEST	ONE SET FROM THE HARDEST & SOFTEST BAR PER HEAT TREATMENT BATCH		NB 00141 HTGD655088		TEST REPORT	3	2, 1	1	-	ONE SET COMPRISES 3 TEST PIECES				
1.06		ULTRASONIC EXAMINATION	MAJOR Critical	UT	100%	NPCIL APPROVED PROCEDURE		TEST REPORT	3	1, 2	1	-	REFER NOTE 8 & 11 OF GR. 100% witness by BHEL and min. 10% witness by NPCIL					

MANUFACTURER /SUB VENDOR SEAL SIGNATURE WITH DATE	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.		
		Worked By: Sugandh Agarwal	Checked By: A K Swami	Approved By: P K Bansal
		 SUGANDH AGARWAL Quality Assurance Dy. Manager (QA) - BHEL GAL, Jhansi, Uttar Pradesh BHEL, HANUMANI CHAUHAN, Jhansi	 A K SWAMI Quality Assurance Dy. Manager (QA) & Co. Enr. (QA) BHEL BHEL (HEEP) HANUMANI	 P K BANSAI Add: General Manager Quality Assurance BHEL, HANUMANI CHAUHAN BHEL, HANUMANI CHAUHAN

NPCIL	SUB VENDOR/SUB CONTRACTOR /MANUFACTURER NAME & ADDRESS		QUALITY ASSURANCE PLAN					PROJECT : GHAVP- 1&2									
	NPCIL APPROVED VENDOR / SUB VENDOR		ITEM:	ITEM: HP MOVING BLADE (STAGE 1 TO 5)				NAME OF THE PACKAGE & MAIN CONTRACTOR									
			QAP NO REV NO & DATE	GHAVP-1&2/QAP/41111/00021 REV 00 DATE: 05.09.2023				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			

2.00	INPROCESS INSPECTION AFTER MACHINING																
2.01	BLADE AFTER MACHINING	IDENTIFICATION CHECK OF EACH BLADE	MAJOR Critical	VISUAL	100%	-		STAMP	3	-	-	-					
2.02		MAGNETIC PARTICLE EXAMINATION ON FINISH MACHINED BLADES PROFILE, ROOTS AND SHROUDS	MAJOR Critical	MPI	100%	NPCIL APPROVED PROCEDURE		TEST REPORT	3	1,2	1	-	REFER NOTE 8 & 11 OF GR. 100% witness by BHEL and min. 10% witness by NPCIL				
3.00	FINAL INSPECTION																
3.01	FINISHED BLADE	DIMENSIONAL CHECK- ROOT, SHROUD, AEROFOIL CHORD AND TRAILING EDGE THICKNESS	MAJOR Critical	MEASUREME NT	100%	ZTGD908113		DIMENSIO NSAL REPORT / LOGSHEET	3	1,2	-	-	100% WITNESS BY 2 & min 10% WITNESS BY 1				
3.02		MOMENT WEIGHING (FOR 5 TH STAGE BLADE ONLY)	MAJOR Critical	MOMENT WEIGHING	100%	NBV RH3003		TEST REPORT	3	2	1						
3.03		PROTECTION	MAJOR Critical	VERIFICATION OF PROTECTION APPLIED	100%	IBV VE1010 IBV VE1011 GHP/12/S/-----100--/GS/401		RECORD	3	-	2, 1		APPLICABLE ONLY WHEN BLADES ARE PROCURED IN FINISH				

MANUFACTURER /SUB VENDOR	SEAL SIGNATURE WITH DATE	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.		
			Worked By: Sugandh Agarwal	Checked By: A K Swami	Approved By: P K Bansal
			 SUGANDH AGARWAL Quality Assurance Dy. Manager /HQ-IP&AS GAL, 12th Floor, New BHEL, WARDHAR, Dist. Raipur, Chhattisgarh	 A K SWAMI Dy. Manager /HQ-IP&AS Quality Assurance Dy. Manager /HQ-IP&AS GAL, 12th Floor, New BHEL, WARDHAR, Dist. Raipur, Chhattisgarh	 P K BANSAI Dy. Manager /HQ-IP&AS Quality Assurance Dy. Manager /HQ-IP&AS GAL, 12th Floor, New BHEL, WARDHAR, Dist. Raipur, Chhattisgarh

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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 / CHIP: 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 / CHIP - 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.

Bejay Bhushan

[Signature]
08.10.2022


श्री १०/१०/२०२२
गणेश आरवस
NPCIL ३
मेरडा

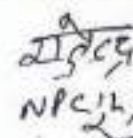
N.K. Paul
10.10.2022
N. K. Paul
NPCIL

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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 NDT 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

Braj Babushan


08.10.2022

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 H.K. Paul


 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.


Braj Bhushan
 (B. B. Tripathy)
 BHEL HWR


 08.10.2022
 (Arvind Swami)
 BHEL, HWR

शुद्ध 10/10/2022
 NPCIL गुणवत्ता जांचकर्ता
 नैरुजा.

NK Paul
 10.10.2022
 N. K. Paul
 NPCIL

NUCLEAR POWER CORPORATION OF INDIA LIMITED

P.O. NO. : CMM/ETM/00-40-11-0005/PO/48571B		QUALITY ASSURANCE PLAN				QAP NO. : GHAVP-1&2/QAP/41112/00021	
Dated : 30.08.2021		ITEM: LP MOVING BLADES (STAGE 1 TO 2)				REV. NO. 00 DATE: 05.09.2023	
		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
HTGD120893, HTGD131838, HTGD132112, HTGD130983	LP MOVING BLADES (STAGE 1 TO 2)	LP MOVING BLADES (STAGE 1 TO 2)			PREPARED BY	CHECKED/REVIEWED BY	APPROVED BY
FOR PACKAGE/MAIN CONTRACTOR (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.			AFFIX STAMP & SIGNATURE OF PACKAGE/MAIN CONTRACTOR	SIGNATURE			
				NAME			
				DATE			
				FOR NPCIL			Approved as noted
	CHECKED BY	REVIEWED BY	APPROVED BY		CHECKED BY	REVIEWED BY	APPROVED BY
SIGNATURE				SIGNATURE			
NAME	SUGANDH AGARWAL Dy. Manager (Q-0048) QA/ETM/00-40-11-0005 BHEL, HARIDWAR	श्री.के. बंसल / Shri. K. Bansal अ.प्र. प्रबंधक / Asst. General Manager गुण. प्रमाणन / QA एन.पी.सी. (एन.पी.सी.) हार्द्वार BHEL (NPCIL) HARIDWAR	श्री.के. बंसल / Shri. K. Bansal अ.प्र. प्रबंधक / Asst. General Manager गुण. प्रमाणन / Quality Assurance एन.पी.सी. (एन.पी.सी.) हार्द्वार BHEL, HARIDWAR	NAME	Karmveer Singh JAIPAL MUNDRI	N. K. Paul CE	
DATE	05.09.2023	05.09.2023	05.09.2023	DATE	08.09.2023	08.09.2023	

Note: This QAPs has been approved before placement of sub PO. BHEL shall submit the same QAP duly signed by sub vendor with PO details after placement of sub PO for NPCIL QS coverage.

QAP REVISION CONTROL SHEET



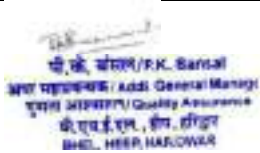
SL NO	Description	No of Pages	Revision no with date
1	New Revision	8	Rev no 00 Dated 05.09.2023



NPCIL	SUB VENDOR/SUB CONTRACTOR /MANUFACTURER NAME & ADDRESS		QUALITY ASSURANCE PLAN					PROJECT : GHAVP- 1&2					
	NPCIL APPROVED VENDOR / SUB VENDOR		ITEM:	ITEM: LP MOVING BLADE (STAGE 1 TO 2)					NAME OF THE PACKAGE & MAIN CONTRACTOR				
			QAP NO REV NO & DATE	GHAVP-1&2/QAP/41112/00021 REV 00 DATE: 05.09.2023					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 & SIGNATUTRE WITH DATE			
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1.	2.	3.	4.	5.	6.	7.	8.	9.	10				11	12			

1.00 RAW MATERIAL INSPECTION																	
1.01	BLADE BARS	CHEMICAL ANALYSIS	MAJOR Critical	CHEMICAL TEST	EACH MELT	ATM1230001, ATP1231001 ATD1231001		TEST REPORT	3 / 4	-	1, 2	-	Refer Note 5 of GR				
1.02		QUALITY HEAT TREATMENT	MAJOR Critical	REVIEW OF HT CHART	100%	NPCIL APPROVED PROCEDURE		RECORD & HT CHART	3	-	1, 2		Refer Note 9 of GR				
1.03		HARDNESS TEST (BRINELL)	MAJOR Critical	MECHANICAL TEST	100%	ATM1230001 ATP1231001 ATD1231001		TEST REPORT	3	2	1	-					
1.04		TENSILE TEST	MAJOR Critical	MECHANICAL TEST	ONE FROM THE HARDEST & SOFTEST BAR OF EACH HEAT TREATMENT BATCH		ATM1230001 ATP1231001 ATD1231001		TEST REPORT	3	2	1	-				
1.05		CHARPY V-NOTCH IMPACT TEST	MAJOR Critical	MECHANICAL TEST	ONE SET FROM THE HARDEST & SOFTEST BAR OF EACH HEAT TREATMENT BATCH		ATM1230001 ATP1231001 ATD1231001		TEST REPORT	3	2	1	-	ONE SET COMPRISE S 3 TEST PIECES			
1.06		ULTRASONIC EXAMINATION	MAJOR Critical	UT	100% EACH BAR		NPCIL APPROVED PROCEDURE		TEST REPORT	3	1, 2	1	-	Refer Note 8 & 11 of GR 100% WITNESS BY 2 & 10% WITNESS BY 1			

MANUFACTURER /SUB VENDOR	LEGEND :	SEAL & SIGNATURE OF MAIN /PACKAGE CONTRACTOR.		
		Worked By: Sugandh Agarwal	Checked By: A K Swami	Approved By: P K Bansal
SEAL SIGNATURE WITH DATE	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	 SUGANDH AGARWAL Quality Assurance Dy. Manager /BHEL-HRA/HS GATEWAY TO THE FUTURE BHEL, HARIDWAR	 श्री. अ. क. स्वामी /A.K. Swami Dy. General Manager Quality Assurance BHEL, HARIDWAR	 श्री. पी. के. बंसल /P.K. Bansal Dy. General Manager Quality Assurance BHEL, HARIDWAR

NPCIL	SUB VENDOR/SUB CONTRACTOR /MANUFACTURER NAME & ADDRESS		QUALITY ASSURANCE PLAN					PROJECT : GHAVP- 1&2									
	NPCIL APPROVED VENDOR / SUB VENDOR		ITEM:	ITEM: LP MOVING BLADE (STAGE 1 TO 2)			NAME OF THE PACKAGE & MAIN CONTRACTOR										
			QAP NO REV NO & DATE	GHAVP-1&2/QAP/41112/00021 REV 00 DATE: 05.09.2023			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 & SIGNATUTRE WITH DATE			
									P	W	R	H		1	2	3	4
1.	2.	3.	4.	5.	6.	7.	8.	9.	10				11	12			

4.02	PREPARATION & SUBMISSION OF HISTORY DOCKET	MAJOR	MAJOR	100%	ALL APPLICABLE QAP CLAUSES	HISTORY DOCKET	3	-	1, 2								
4.03	SHIPPING RELEASE NOTE (SRN)	COMPLETION OF QAP CLAUSES & IRN	MAJOR	REVIEW OF DOCUMENTS	100%	ALL APPLICABLE QAP CLAUSES & IRN	SRN	1	-	-	1						




NOTE 1: DOCUMENT NO. GHP/02/S/13601----2/MD/001 "INSPECTION AND TESTING REQUIREMENT FOR LP MOVING BLADES STAGE 1 TO 2 " IS REFERRED FOR APPROVAL OF QAP.
NOTE 2: DOCUMENT REFERRED IN QAP PLAN SHALL BE SHOWN TO NPCIL DURING INSPECTION AT MANUFACTURER WORKS.

REFERENCE DOCUMENTS FOR LP MOVING BLADES (STAGE 1 & 2)

DOCUMENT NO.	TITLE
ATM1230001	Material Specification: X22CrMoV12-1, Rp0.2 700 MPa min.
ATP1231001	Processing Specification: Alloy steel bars for moving and stationary blades
ATD1231001	Definition Specification: X22CrMoV12-1 Rp0.2 700 MPa min. Steel bar for moving and stationary blades
GHP/12/S/-----100--/GS/401	Specific protection requirements
HDST601460	Preservation and Packing of Blades, Vanes, Heat Shields and Combustor Components
ZTGD908115	Dimensional Check of Rotating Blades

HTGD120893: ROTATING SHROUDED BLADE HTGD NR03-29
HTGD131838: 2 HOOK ROOT, ROT. BLADE HTGD NR03-30

HTGD132112: MOVING BLADE AIRFOIL HTGD NR03-31
HTGD130983: SHROUD, ROTATING BLADE HTGD NR03-32

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: Sugandh Agarwal	Checked By: A K Swami	Approved By: P K Bansal
		 SUGANDH AGARWAL <small>Quality Assurance Manager (QA) - BHEL GAL, BHARAT HEAVY ELECTRICALS BHEL, HARIDWAR</small>	 <small>Asst. Manager (QA) - BHEL General Manager QA, BHEL, (P) BHEL (BHEL, BHARAT HEAVY ELECTRICALS)</small>	 श्री.के. बंसल/P.K. Bansal <small>Asst. General Manager Quality Assurance BHEL, BHARAT HEAVY ELECTRICALS BHEL, HARIDWAR</small>

1/3

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

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

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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 / CHIP - 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.

Bejay Bhushan

[Signature]
08.10.2022


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गणेश आरवस
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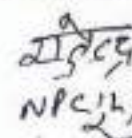
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4. Castings shall be procured from NPCIL/BHEL approved Foundries. Pouring for casting (Body & Disc) shall be done along with test bar. First pouring of casting will be witnessed by the supplier/NPCIL approved TPIA & sub vendor (as applicable). SS casting 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 NDT 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

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08.10.2022

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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.

Braj Bhushan
 (B. B. Tripathy)
 BHEL HWR

(Arvind Swami)
 08.10.2022
 BHEL, HWR

शुद्ध 10/10/2022
 NPCIL गुणवत्ता जांचकर्ता
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 10.10.2022
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Annexure-Quality Requirements

Following are the quality requirements related to the current enquiry.

1. Vendor to endorse customer approved QP and submit along with the offer.
2. Vendor to confirm inspection by BHEL/NPCIL approved TPIA and NPCIL as per finally NPCIL approved QP'.
3. Vendor to endorse attached General Requirement and submit along with the offer.
4. **For Inspection at Vendor works:**
 - a. Vendor is required to quote for material supply only in their offer. BHEL shall place the PO only for material supply on vendor. Inspection is in the scope of BHEL (Inspection will be done by BHEL or BHEL appointed and NPCIL approved TPI)
 - b. All necessary coordination for inspection by BHEL or BHEL appointed TPI will be done by vendor.
 - c. After approval of QAP by NPCIL/BHEL, vendor is required to inform total man-days required for all the inspection stages as per QAP. The total man-days shall be mutually agreed. Vendor will inform BHEL regarding man-days required for TPIA inspection, for stage & final inspection and man-days required for NPCIL inspection also (if scope of inspection is different), while raising every inspection call.
 - d. Notice period for inspection call shall be 60 days for inspection at foreign location and 15 days for inspection in India.
 - e. Any failure in inspection resulting in repeat inspection or increase in agreed man-days (like non-readiness of item, failure in testing/inspection results etc.) will be on vendor's account. Inspection charges for repeat inspection/increase in man-days will be debited to vendor.
5. **For Vendor Approval:**
 - a. Vendor is required to submit their credentials in the specified formats.
 - b. Detailed evaluation report is required for those sub-vendor's of main vendors, wherever NPCIL inspection (Witness) as per approved QAP is required. Such sub-vendors are subject to approval/acceptance by NPCIL.
 - c. At any stage, if it is felt that under-performing/improper/unjustified sub-vendors are recommended by the bidder, BHEL/NPCIL shall have the right to visit the sub-vendor premises for further evaluation and take necessary decision with respect to sub-vendor approval to maintain the quality of the items.
6. **For QAP Approval**
 - a. All procedures (Heat treatment, NDT, WPS etc.) are required to be approved by NPCIL/BHEL (refer sl no. 8 of attached General requirements).



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version May-2024,Rev: 07)

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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.

1. ORIGIN OF QUOTATION.

"A bidder shall not have conflict of interest with other bidders. Such

conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- 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 authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal, · or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, · or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

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 BOX is located at TENDER ROOM, 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 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.

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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 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.

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

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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.

- 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.

- Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- 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>.
- Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- Unit of measurement for dimension and weight should be in metric system only.
- 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.
- 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).

- 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.
- 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.

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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 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 authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;**or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business. "

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. Guidelines 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



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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.

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

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

Section 9 - Pact Duration


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

Section 10 - Other Provisions

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


 For & On behalf of the Principal
 (Office Seal)

Place Haridwar
 Date _____

Witness: 
 (Name & Address) TUHN KANTI DEY
HARIDWAR

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

Witness: _____
 (Name & Address) _____

Annexure (Non-Disclosure Agreement)

1

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

_____ (Name of the Vendor), having its registered offices in _____ (Address of Vendor), registered under the no. _____ of the Companies' register of _____ (Name of Place and Country), capital stock of _____ (Value), with a place of business in _____ (Name of Place and Country) (hereinafter referred to as "_____ (Name of Vendor)" which expression shall unless repugnant to the context shall include its successors & assigns.

AND

Bharat Heavy Electricals Ltd a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as "BHEL") which expression shall unless repugnant to the context shall include its successors & assigns. hereinafter also referred to individually as "the Party" or collectively as "the Parties".

BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Tender Enquiry No..... also mentioned in Exhibit 1;

B) It is anticipated that during the possible discussions it may be necessary for BHEL to share certain confidential and proprietary information in written, oral, visual and/or physical/sample/ form to the other party (collectively "**Proprietary Information**", more fully detailed in clause 1 herein below) for the purpose of enabling the parties to interact and deliberate the aforementioned order and take it further (hereinafter referred to as "**Purpose**")

The parties desire to protect such Proprietary Information and ensure that it is not disclosed to any third party without the permission of the party disclosing such Proprietary Information;

NOW, THEREFORE, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature disclosed by BHEL (hereinafter called the “Disclosing Party”) to the vendor) hereinafter called the “Receiving Party”), including but not limited to, commercial information, knowhow and technical information in the form of designs, drawings, concepts, requirements, specifications, trade secrets, IPR, brand name, marketing plans & all other non-public information, software, interfaces, components, processes, or the like, that have been or will be disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the Disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice . Notwithstanding anything to the contrary contained hereinabove, all the drawings and other technical information shared regarding the above mentioned order by the Disclosing Party shall be considered Proprietary Information with or without being marked as confidential/proprietary at the time of sharing the same.

2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that Disclosing Party may elect to use during the life of this Agreement, but if Disclosing Party originally discloses information orally or visually, the Receiving Party will protect such information as Proprietary Information to the extent that the Disclosing Party :

- identifies the Information as Proprietary at the time of original disclosure,
- summarizes the Proprietary Information in writing.

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file. Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. The Disclosing Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the Disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the Indian laws and regulations.

4. The Receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that it receives from the Disclosing Party shall:

- a) be protected and kept in strict confidence by the Receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
- b) be only disclosed to and used by those persons within the Receiving Party's organization who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
- c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;
- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Proprietary Information and which are provided to the Receiving Party hereunder;
- f) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement.

5. Any Proprietary Information and copies thereof disclosed by the Disclosing Party to the other shall remain the property of the Disclosing Party and shall be immediately returned or destroyed by the Receiving Party upon request or upon expiry of this Agreement.

6. The Receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the Receiving Party can prove that:

- a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
- b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
- c) it has been lawfully received from a third Party without breach of this Agreement; or
- d) it has been or is published without violation of this Agreement; or
- e) disclosure of such proprietary information is required by Law or by a court of competent jurisdiction.

7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as "Classified Information", or whose export is subject to an export license, shall be identified as such by the Disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the Disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by the Disclosing Party to the Receiving Party shall not be construed as granting to the Receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.
10. This Agreement covers the exchange of Proprietary Information which may be made by the Disclosing Party to the Receiving Party until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the Receiving Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

11. The expiry of the period contemplated in Article 10 of this Agreement shall not relieve the Receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
12. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information in connection with the contract entered between both the parties and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement.

13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Receiving Party also agrees that monetary damages may be inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Agreement. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.

14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration as per the Arbitration & Conciliation Act, 1996. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the Arbitration and Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.

16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.

17. Notices to _____ (**Name of Vendor**) shall be made at the following address:

(Complete Address of Vendor)

Attention: Mr. _____ (**Name of the Authorised Person of Vendor**)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
Ranipur, Haridwar-249403 (Uttarakhand), India]

Attention:

(Name of the PPX Incharge)

18. The effective date of this Agreement shall be the date of the last signature appearing herein.
19. No failure or delay by either party in exercising or enforcing any right, remedy or power here under shall operate as a waiver hereof.
20. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining portion hereof shall remain in full force & effect.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of

(Name of Vendor)

By:

Title:

Signature:

Signed for and on behalf of

BHEL

By:

Title:

Signature:

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)** and
BHARAT HEAVY ELECTRICALS LIMITED

dated:

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Servicesfor which the Enquiry issued
/ Purchase order to be placed

_____ **(Name of Vendor)** list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

EXHIBIT 2

to the
NON-DISCLOSURE AGREEMENT
between
_____ (**Name of Vendor**) and
Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For (**Name of Vendor**)
(**Name of Person**)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building
BHEL, HEEP, Haridwar
India

Mr.

Tel.

Tel. 01334

Fax

Fax 01334

Address.

Address. Main Administration Building
BHEL, HEEP, Haridwar
India