

**M/S. OPEN TENDER****DUEDATE****30-01-2025**

BHEL

HARIDWAR249403

**Vendor Code****00001**

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
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1	W91310601119 DRG: 01060130901 REV: CASTING FOR IP OUTER CASING UPPER HALF IN ROUGH CONDIOTION SPEC: HW19791 REV: 02	2	NO	1	1 29/01/26 2 31/05/26
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2	W91310601127 DRG: 01060130901 REV: CASTING FOR IP OUTER CASING LOWER HALF IN ROUGH CONDITION SPEC: HW19791 REV: 02	2	NO	1	1 29/01/26 2 31/05/26
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\*\* IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:  
As per Open Tender Documents

General Instructions:  
Please visit our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.  
For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.  
In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect

MATERIAL CODE	QUANTITY	UNIT	LOTNO
ITEM DESCRIPTION			

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of this procurement, same shall be applicable.

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

For further details, please refer latest version of GISTC.

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

Order 2017 dated 15.06.2017 & 28.05.2018

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

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**RAMAN GOEL**  
**MANAGER**

**BHARAT HEAVY ELECTRICALS LIMITED  
HARIDWAR-249403.**

**Buyer Added Bid Specific Additional Terms & Conditions (ATC)**

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

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

Sl. No	BHEL Requirements	Supplier Acceptance/ Comments
01	<p><b>Pre-Qualification Criteria:</b></p> <p>1.1 Technical/ PQR (attached). 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.</p> <p>1.2 Bidder to accept and endorse BHEL QP No: QA/CF/QP/108 rev 04-Attached) in its offer.</p> <p>1.3 Bidder to submit Integrity Pact in the attached format with its offer</p> <p>1.4 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.</p> <p>1.5 All the bidders who have submitted their offer in previous enquiry no. T/T212/24/1296M/1 may endorse their previously submitted technical and quality requirements in techno commercial part of the bid.</p> <p><b>Explanatory Notes for the PQR (Pre-Qualifying Requirements):</b></p> <ol style="list-style-type: none"> <li>Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.</li> <li>Price Bids of only those bidders shall be opened who stand qualified after compliance of <b>PQR and who are approved by customers.</b></li> </ol>	
02	<p><b>Scope of Supply/Work:</b></p> <p>Supply of items as per Enquiry and Annexure-Item Details</p>	
03	<p><b>PRICE BASIS:</b></p> <p>Price in INR should be quoted for F.O.R. DESTINATION delivery to BHEL Haridwar GSTIN: 05AAACB4146P1ZL</p>	
04	<p><b>TAXES &amp; DUTIES:</b></p> <p><b>4.1</b> The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods &amp; services consumed and output goods &amp; services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead).</p> <p>However, provisions regarding <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p><b>4.2 GST (Goods and Services Tax)</b></p> <p><b>4.2.1</b> GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p>	

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

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

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

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

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

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

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

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

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

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

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

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

**4.2.13** In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

	<p><b>4.2.14</b> Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.</p> <p><b>4.2.15</b> In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.</p> <p><b>4.2.16 Variation in Taxes &amp; Duties:</b></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p> <p><b>4.3 Income Tax:</b></p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p><b>4.4 Supplier HSN Code &amp; Applicable GST % (To be filled by Supplier) _____</b></p>	
05	<b>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Not Applicable</b>	
06	<p><b>INSPECTION / INSPECTION &amp; TESTING AT SUPPLIERS WORKS:</b></p> <p>BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the Supplier/Vendor.</p> <p>BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.</p> <p>Vendor should raise inspection call for BHEL / TPI inspection at least 4 days in advance to the planned date of inspection. If customer inspection is envisaged at vendor's works, vendor should give inspection call at least 7 days in advance to the planned date of inspection.</p>	
07	<p><b>DELIVERY:</b></p> <p>As per Enquiry and Annexure-Item Details. 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.</p> <p><b>NOTE:</b></p> <p>a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.</p>	
08	<p><b>TRANSIT INSURANCE:</b></p> <p>Transit insurance shall be as per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS &amp; CONDITIONS (GISTC). Please visit our site <a href="https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp">https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp</a> for Latest Version of General Instructions and Standard Terms &amp; Conditions (GISTC) for Tender Enquiries</p>	
09	<p><b>PAYMENT TERMS:</b></p> <p>a) <b>Payment:</b></p> <p>100% payment shall be released within no. of days (mentioned in the below table) after Receipt and Acceptance of Material / Item at HEEP, BHEL-Store 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. 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.</p>	

	<p>The payment shall be made within no. of days as defined in the below table from appointed day</p> <table border="1" data-bbox="220 90 1076 220"> <thead> <tr> <th>Type of Bidder</th> <th>Within Number of Days</th> </tr> </thead> <tbody> <tr> <td>Micro &amp; Small Enterprises (MSEs)</td> <td>45 Days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 Days</td> </tr> <tr> <td>Non MSME</td> <td>75 Days</td> </tr> </tbody> </table> <p><b>Appointed day means</b></p> <ul style="list-style-type: none"> <li>• The day of delivery of material i.e. C-Note Date, subject to submission of non-discrepant documents by vendor as per Purchase Order.</li> <li>or</li> <li>• Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier.</li> </ul> <p>However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes &amp; Duties) above.</p> <p><b>b) NO INTEREST PAYABLE TO CONTRACTOR</b></p> <p>No interest shall be payable on the security deposit or any other money due to the Supplier.</p> <p>Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows:  (a) Loading will be done @ Base rate of SBI + 6% (per annum) of basic cost of the items as per table mentioned under the clause 'Payment Terms' in GISTC.  (b)The base rate of SBI shall be considered as applicable on 31st March of preceding year from tender due date.</p>	Type of Bidder	Within Number of Days	Micro & Small Enterprises (MSEs)	45 Days	Medium Enterprises	60 Days	Non MSME	75 Days	
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Non MSME	75 Days									
10	<p><b>DOCUMENTS REQUIRED FOR BILL PROCESSING:</b></p> <p>The following documents are required to be sent with Material Dispatch/Billing Documents:</p> <ul style="list-style-type: none"> <li>• Original Tax Invoice (As per Cl. No. 4 above).</li> <li>• Test Certificates</li> <li>• Guarantee Certificate</li> <li>• Inspection Report</li> <li>• GST compliance certificate</li> </ul>									
11	<p><b>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION: Applicable</b></p> <table border="1" data-bbox="220 984 1308 1215"> <thead> <tr> <th>Bank Details</th> <th>SWIFT Details of bank</th> </tr> </thead> <tbody> <tr> <td>STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403</td> <td>SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586</td> </tr> </tbody> </table>	Bank Details	SWIFT Details of bank	STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586					
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12	<p><b>EARNEST MONEY DEPOSIT: APPLICABLE</b></p> <p>EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.</p> <p>The EMD up to an amount of Rs. 6,00,000.00/- (Rs. Six Lakhs only) is to be paid only in the following forms:</p> <ol style="list-style-type: none"> <li>Electronic Fund Transfer credited in BHEL account (before tender opening).</li> <li>Banker's cheque/ Pay order/ Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).</li> <li>Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL marking lien in favour of BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period.</li> <li>Bank Guarantee from any of the Scheduled Banks. In such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period.</li> <li>Insurance Surety Bonds.</li> </ol> <p>In case the EMD is more than Rs. Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in the prescribed format. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>iii. No other form of EMD remittance shall be acceptable to BHEL.</p> <p>12.2 EMD by the Bidder will be forfeited as per NIT conditions, if:</p> <ol style="list-style-type: none"> <li>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.</li> <li>EMD by the Bidder shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and shall be forfeited in case of suspension</li> </ol>									

	<p>12.3 Subject to Clause 12.2 above, EMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>12.4 EMD of successful Bidder shall be refunded on conclusion of the order/ receipt of a performance security as mentioned in NIT.</p> <p>12.5 EMD shall not carry any interest.</p> <p>12.6 Micro and Small Enterprises (MSEs) or Start ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of EMD.</p>	
13	<p><b>PERFORMANCE SECURITY: Applicable</b></p> <p>13.1 Successful bidder awarded the contract should deposit 10% of the contract value as performance security towards fulfilment of all contractual obligations, including warranty obligations.</p> <p>13.2 Performance Security is to be furnished within 14 days after issuance of Contract/PO and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including warranty obligations.</p> <p>13.3 Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <ol style="list-style-type: none"> <li>i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ</li> <li>ii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL.</li> <li>iii. Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</li> <li>iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</li> <li>v. Insurance Surety Bond.</li> </ol> <p>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.</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>13.4 The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO..</p> <p>13.5 Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>13.6 The Performance Security shall not carry any interest.</p> <p>13.7 There is no exemption of Performance security deposit submission for MSE Vendors.</p>	
14	<p><b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b></p> <p><b>14.1</b> The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period</li> <li>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li> <li>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li> <li>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li> <li>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</li> <li>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature</li> </ol>	

that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

- X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

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

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

#### **14.2 Remedies in case of Breach of Contract.**

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

#### **Note:**

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

#### **LD against delay in executed supply in case of Termination of Contract:**



	<p>LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <ul style="list-style-type: none"> <li>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</li> <li>ii. <b>Let the value of executed supply till the time of termination of contract= X</b></li> <li>iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</li> <li>iv. Delay in executed supply attributable to Supplier/Vendor i.e. <math>T2 = [1 - (X/Y)] \times T1</math></li> <li>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.</li> </ul>																
15	<p><b>Notwithstanding anything to the contrary in any other document comprising in the contract , No interest shall be payable by BHEL to any bidder/contractor on any money or balances including but not limited to the SD, EMD, Retention money, RA bill or final bill or any amount withheld &amp;/or appropriated by BHEL.</b></p>																
16	<p><b>BILL TO/ SHIP TO ADDRESS:</b> To Manager (HEEP, Stores) BHEL, HEEP Haridwar Uttarakhand-249403</p>																
17	<p><b>GUARANTEE/WARRANTY:</b> GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS shall be as per latest version of BHEL GISTC.</p>																
18	<p><b>MICRO AND SMALL ENTERPRISES (MSE):</b> Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1" data-bbox="220 1031 1276 1188"> <thead> <tr> <th>Type under MSE</th> <th>UDYAM No</th> <th>SC/ST Owned</th> <th>Women Owned</th> <th>Others (Excluding SC/ST/Women)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in NIC portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small					
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)													
Micro																	
Small																	
19	<p><b>LIQUIDATED DAMAGE:</b> Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p>																

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.

**20 INTEGRITY PACT (IP): Applicable**

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

IEM	Email
Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

(b)The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

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

Note:

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

**21 PREFERENCE TO MAKE IN INDIA:**

For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the Bid, the same shall be applicable even if issued after issue of this Bid, but before opening of Part-II bids against this Bid.

For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant, and in case of defaults, penalty upto 10% of the contract value shall be imposed.

**21.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -

- a. An entity incorporated established or registered in such a country; or
- b. A subsidiary of an entity incorporated established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

	<p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.</p> <p>(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids</p>	
22	<p><b>Settlement of Dispute:</b></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p> <p><b>22.1 Conciliation:</b></p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).</p> <p><b>Note:</b> Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p> <p><b>22.2 ARBITRATION:</b></p> <p>In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration &amp; Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat &amp; 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.</p>	

	<p>It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p><b>22.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution</p>	
23	<p><b>JURISDICTION</b></p> <p>Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Haridwar, Uttarakhand shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p><b>GOVERNING LAWS `1</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	
24	<p><b>FORCE MAJEURE</b></p> <p><b>24.1</b> "Force Majeure" shall mean circumstance which is:</p> <ol style="list-style-type: none"> <li>a) beyond control of either of the parties to contract,</li> <li>b) either of the parties could not reasonably have provided against the event before entering into the contract,</li> <li>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</li> <li>d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: <ol style="list-style-type: none"> <li>i. War, hostilities, invasion, act of foreign enemies.</li> <li>ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li> <li>iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</li> <li>vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</li> <li>vii. Epidemic, pandemic etc.</li> </ol> </li> </ol> <p><b>24.2</b> The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p><b>24.3</b> If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p><b>24.4</b> The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p><b>24.5</b> Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> <li>i) Constitute a default or breach of the Contract.</li> </ol>	

	<p>ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p><b>24.6</b> BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>							
<b>25</b>	<p><b>Non-Disclosure Agreement:</b> The bidders shall enter into the Non-disclosure agreement separately. Refer Annexure-NDA</p>							
<b>26</b>	<p><b>Cartel Formation</b> 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.</p>							
<b>27</b>	<p><b>Fraud Prevention Policy</b> 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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>							
<b>28</b>	<p><b>Suspension of Business Dealings with Suppliers / Contractors:</b> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>							
<b>29</b>	<p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <table border="1"> <tr> <td><b>Tuhin Kanti Dey/Manager (PPX-T)</b></td> <td><b>Raman Goel/Manager (PPX-T)</b></td> <td><b>Rahul Sharma /Sr. Manager (PPX-T)</b></td> </tr> <tr> <td>Email ID: <a href="mailto:tuhindey@bhel.in">tuhindey@bhel.in</a> Landline: 01334-281183</td> <td>Email ID: <a href="mailto:ramang@bhel.in">ramang@bhel.in</a> Landline: 01334-281285</td> <td>Email ID: <a href="mailto:rahul.sharma@bhel.in">rahul.sharma@bhel.in</a> Landline: 01334-285604</td> </tr> </table>	<b>Tuhin Kanti Dey/Manager (PPX-T)</b>	<b>Raman Goel/Manager (PPX-T)</b>	<b>Rahul Sharma /Sr. Manager (PPX-T)</b>	Email ID: <a href="mailto:tuhindey@bhel.in">tuhindey@bhel.in</a> Landline: 01334-281183	Email ID: <a href="mailto:ramang@bhel.in">ramang@bhel.in</a> Landline: 01334-281285	Email ID: <a href="mailto:rahul.sharma@bhel.in">rahul.sharma@bhel.in</a> Landline: 01334-285604	
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Email ID: <a href="mailto:tuhindey@bhel.in">tuhindey@bhel.in</a> Landline: 01334-281183	Email ID: <a href="mailto:ramang@bhel.in">ramang@bhel.in</a> Landline: 01334-281285	Email ID: <a href="mailto:rahul.sharma@bhel.in">rahul.sharma@bhel.in</a> Landline: 01334-285604						
<b>30</b>	<p><b>Order of Precedence:</b> In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> <li>Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li> <li>Buyer Added Bid Specific ATC</li> <li>Special conditions of the contract</li> <li>Technical Conditions of Contract (TCC)</li> <li>GISTC</li> </ol>							
<b>31</b>	<p><b>Quality Requirements:</b></p> <ul style="list-style-type: none"> <li>Vendor to Accept and Endorse BHEL QP QA/CF/QP/108 REV 04.</li> <li>Indian Vendors to confirm Inspection by BHEL/BHEL nominated inspection agency TUVT &amp; customer as per finally customer approved QP.</li> <li>Foreign Vendors to confirm Inspection shall be done by third party inspection agency (LRQA/TUV/BV) and customer as per finally customer approved Quality Plan.</li> <li>INSPECTION BY CUSTOMER AT VENDOR WORKS MAY BE DONE AS PER CUSTOMER APPROVAL LETTER.</li> </ul>							
<b>32</b>	<p>Foreign vendors to either quote third party inspection charges (LRQA/TUV/BV) separately in their offer or vendor to mention that third party inspection charges are included in the quoted prices of the offer. If vendor do not quote third party inspection charges or do not mention that third party inspection charges are included in quoted prices, then it shall be presumed that third party inspection charges are included in the</p>							

	quoted prices of the offer. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.	
33	<b>Validity:</b> The quotation shall be valid for a minimum period of 90 days, effective from the date of tender opening. In case of negotiation, validity of offer shall be 60 days from receipt of revised /negotiated final price or 90 days from Part-I opening, whichever is later. Offers with shorter validity than above are liable to be rejected.	
34	<b>Order Acknowledgement (If order awarded):</b> In case order acknowledgement is not received within 7 days, purchase order will be deemed to be accepted by vendor.	
35	<b>Conflict of interest:</b> 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. <b>The bidder found to have a conflict of interest shall be disqualified.</b> 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; <b>or</b> b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; <b>or</b> c) they have the same legal representative/agent for purposes of this bid; <b>or</b> d) they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder; or</u> 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. <u>However, this does not limit the inclusion of the components/ subassembly/ Assemblies from one bidding manufacturer in more than one bid; or</u> f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; <b>or</b> 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; <b>or</b> 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. "	
36	<b>Compliances of GISTC:</b> Bidder/Vendor has to ensure the submission of their offer for Tender Enquiry only after the compliances of BHEL Haridwar's Buyer Added Bid Specific Additional Terms & Conditions, Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site <a href="https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp">https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp</a> for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries	
37	Details of Contact Person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
38	The evaluation currency for this tender shall be INR.	
39	Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.	
40	The total quantity may undergo change at the time of ordering.	
41	Test certificate and Guarantee certificate to be provided by vendor as per specification.	
42	Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020 (i) W.e.f. 01.08.2023, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 5 Crs. in any preceding financial year from 2017-18 onwards. (ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-invoicing System. (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.	
43	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	



	<p>manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed.</p> <p>a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both.</p> <p>b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.</p> <p>c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender.</p> <p>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.</p> <p>e. In case order is to be placed and executed by agent following aspects are to be ensured:</p> <ul style="list-style-type: none"> <li>• Manufacturer of the agent should meet the PQR as defined in tender.</li> <li>• Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.</li> </ul>	
44	<p><b>Action against Bidders / vendor / supplier / contractor in case of default:</b></p> <p>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.</p> <p>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 “<a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>”.</p> <p>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 <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>1.0 Integrity commitment, performance of the contract and punitive action thereof:</p> <p>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.</p> <p>1.2. Commitment by Bidder/ Supplier/ Contractor:</p> <p>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.</p> <p>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.</p> <p>1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</p> <p>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 <a href="http://www.bhel.com">www. bhel.com</a> and/or under applicable legal provisions.</p>	
45	<p><b>Note:</b></p> <p>1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</p> <p>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Buyer Added Bid Specific Additional Terms &amp; Conditions (ATC), Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS &amp; CONDITIONS (GISTC) will lead to rejection of offer.</p> <p>3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</p> <p>4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</p>	

	<p>5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</p> <p>7. If vendor(s) do not mention anything about <b>forementioned clauses (s. no. 1-44)</b> 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.</p> <p>8. The tender documents can be downloaded from our web site <a href="http://www.bhel.com/">www.bhel.com/</a> or <a href="https://hwr.bhel.com/bhelweb/Home.jsp">https://hwr.bhel.com/bhelweb/Home.jsp</a>. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit Tender Fee of Rs. 2,000/- (Rupees two thousand only) in the form of Pay Order /e-payment/ Demand Draft (drawn in favour of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender documents are required, then the same may be collected against copy of Pay Order / e-payment/Demand Draft of requisite tender fee (while original to be submitted with Part-I). However, if no hard copy of any tender documents is required from BHEL, no tender fee is required to be submitted.</p>	
46	<p><b>INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER</b></p> <p><b>Registered Vendors</b> - 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.</p> <p><b>Un-registered Vendors</b> - 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.</p> <p><b>TECHNICAL QUALIFICATION:</b> Technical Requirement, Pre-Qualifying Requirements/PQR &amp; Drawings to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.</p> <p><b>ESSENTIAL INSTRUCTIONS</b></p> <p>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 <a href="http://www.bhel.com">www.bhel.com</a>. BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).</p> <p><b>THE TENDER SHALL BE SUBMITTED IN TWO PARTS IN SEPARATE COVER AS DESCRIBED BELOW ON OR BEFORE THE DUE DATE.</b></p> <p><b>Tenders will be received in Tender Box kept in Tender Room and should be addressed to:</b>  THE HEAD OF MATERIAL MANAGEMENT,  Heavy Electrical Equipment Plant,  Bharat Heavy Electricals Limited,  HARIDWAR-249403 (Uttarakhand), INDIA.</p> <p><b>The date for opening of tender shall be 30.01.2025. Tenders will be received up to 1.45 P.M. on 30.01.2025 and opened on the same day at 2.00 P.M. in the Tender Room. Please note that tender received after due date &amp; time (1.45 PM on 30.01.2025) will not be opened. BHEL will not be responsible for any type of postal / courier delay. Bids shall be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the specific tender no. attending the bid opening.</b></p> <p>Amendments/Corrigendum, if any, will be hosted only on the websites mentioned above. Other terms and conditions will be as per tender documents.</p> <p>Vendors operating from BHEL quarters, unauthorized colonies on BHEL land and Dharamshalas/ hotels shall not be considered, hence such vendors need not apply. Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be out rightly rejected.</p> <p>Unregistered vendors may please visit our site <a href="https://www.bhel.com/">https://www.bhel.com/</a> for filing up the Supplier Registration Form. Copy of filled Supplier Registration Form (SRF) may be submitted along with the offer.</p> <p><b>KINDLY READ "INSTRUCTIONS TO BIDDERS." QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.</b></p> <p>If vendors/bidders are unable to submit hardcopy of Offer/Bid, offer/bid can be submitted to the following e-mail address: <b><a href="mailto:tendercell.heep@bhel.in">tendercell.heep@bhel.in</a></b></p> <p><b>For submission of bids through e-mail, following procedure must be followed.</b></p>	



- i. Bidder have to submit their bid into two parts: - Techno-Commercial Bid (Part-I Bid) and Price Bid (Part-II Bid) in two separate password protected pdf files before 01:45 PM on the date of Techno-Commercial Bid (Part-I Bid) opening. Names of pdf files attached in e-mail should be as follows:
- Techno-Commercial Bid (Part-I Bid) \_Tender Enquiry No\_\_\_\_\_due date of tender\_\_\_\_\_
  - Price Bid (Part-II Bid) \_Tender Enquiry No.\_\_\_\_\_due date of tender\_\_\_\_\_

All the vendors submitting their bids through e-mail are advised to have following clear subject line:

**1. Tender Enquiry Reference No.....:**

**2. Bid Opening Date (Part 1, Techno-Commercial): .....**

- The Techno-Commercial Bid (Part-I Bid) & Price Bid (Part-II Bid) shall be in two separate passwords protected pdf files and the size of the all attachments in one e-mail should not be more than 10 MB. In case size of offer is more than 10 MB, the attachments may be sent in separate e-mail and all emails should be in continuation. Name of pdf files and subject of all e-mails should be as per point no. I & II as above.
- Password of pdf files should be shared by bidders at same e-mail ID (i.e. tendercell.heep@bhel.in) as under:
  - For Techno-Commercial Bid (Part-I Bid): Vendor to share the password between 2:00 PM (IST) to 4:00 PM (IST) on the day of Techno-Commercial (Part-I Bid) opening (i.e. on the due date). However, if password is not received up to 04:00 PM (IST) on due date of part-1, such bids may not be opened and may be ignored by BHEL.
  - Price Bid (Part-II Bid): Vendor to share the password between 2:00 PM (IST) to 4:00 PM (IST) on the day of Price Bid (Part-II Bid) opening. After techno-commercial scrutiny of offers, the price-bid opening date will be intimated by BHEL to techno-commercially acceptable bidders. However, if password is not received up to 04:00 PM (IST) on the day of Price Bid opening, such bids may not be opened and may be ignored by BHEL.
  - Submission of offer through e-mail shall be considered as consent to open the Offer/Bid without physical witnessing the event by bidder.

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

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

**\* Please submit your offer according to General Instructions and Standard Terms & Conditions (GISTC), Version May-2024, Rev: 07 for Tender Enquiries. Please visit our site <https://hwr.bhel.com> for GISTC. All the bidders/vendors must ensure compliance of these GISTC (Version May-2024, Rev: 07). GISTC (Version May-2024, Rev: 07) can also be referred by login to B2B Portal for Vendors.**

47

**Enclosure:**

- Annexure-1: Check List.
- Annexure-2: Offer forwarding letter / tender submission letter
- Annexure-3: No Deviation Certificate
- Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- Annexure-5: Declaration by Authorized Signatory
- Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents
- Annexure-7: Declaration reg. Related Firms & their areas of Activities
- Annexure-8: Declaration for relation in BHEL
- Annexure- 9: Declaration reg. minimum local content in line with revised public procurement
- Annexure- 10: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017
- Annexure-11: Bank Account Details for E-Payment
- Annexure-12: Power of Attorney for submission of tender.
- Annexure-13: Proforma of Bank Guarantee for Earnest Money.
- Annexure-14: Proforma of Bank Guarantee for Performance Security.
- Annexure-15: List of Consortium Bank.
- Annexure-16: Integrity Pact
- Annexure-17: Pre-Qualification Criteria
- Annexure-18: Quality Plan
- Annexure 19: Modal Conciliation Clause

Vendor's Signature and seal		

**Annexure-Item Details**

Sl. No.	Item description	Material Code	Quantity (Nos.)
1.	DRG: 01060130901 REV:00 CASTING FOR IP OUTER CASING UPPER HALF IN ROUGH CONDITION SPEC: HW19791 REV: 02	W91310601119	Lot-1: 01 no. by 28.02.2026 Lot-2: 01 no. by 30.06.2026
2.	DRG: 01060130901 REV:00 CASTING FOR IP OUTER CASING LOWER HALF IN ROUGH CONDITION SPEC: HW19791 REV: 02	W91310601127	Lot-1: 01 no. by 28.02.2026 Lot-2: 01 no. by 30.06.2026

**INTEGRITY PACT****Between**

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

and

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

**Preamble**

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

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

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

**Section 1- Commitments of the Principal**

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

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

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







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

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

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

### Section 4 - Compensation for Damages

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





**Section 5 - Previous Transgression**

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

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

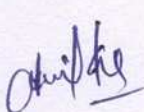
- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all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

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

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

**Section 8 -Independent External Monitor(s)**

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





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

#### Section 9 - Pact Duration

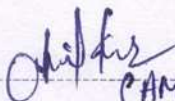
- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of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






Section 10 - Other Provisions

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

  
 For & On behalf of the Principal  
 (Office Seal)

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

Place Haridwar  
 Date \_\_\_\_\_

Witness:   
 (Name & Address) TUJIN KANTI DEY  
HARIDWAR

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_

Technical Pre-Qualification Requirement

PQR/IP Outer Casing/W92310601119 & W92310601127

10.07.2024

Clause	Qualification Requirement	Documents to be submitted
1	Bidder must be either manufacturer of casting or its authorized dealer of a manufacturer of castings. In case of bidder being authorized dealer, OEM authorization should be submitted as per Annexure 1. All subsequent clauses must be fulfilled by manufacturer of casting. The documents submitted against PQR clauses should be duly signed by manufacturer.	authorized dealer/trader should submit Annexure 1
2	<p><b>A</b> The casting manufacturer must have successfully manufactured and supplied at least one casting in material grade GGG40.3 or GGG40 or high Nodular Cast Iron of weight 37 MT or above in last 10 years from date of tender issue.</p> <p><b>B</b> <u>In lieu of 2A</u>, casting manufacturer may submit documentary evidence that they are approved supplier of Steam Turbine OEM for IP Outer Casing of minimum weight of 37 MT in grade GGG40.3/GGG40</p>	<ul style="list-style-type: none"> <li>- Purchase order copy alongwith invoice for the supply of castings satisfying the given criteria.</li> <li>- Any document corroborating the weight of casting supplied.</li> <li>- Test Certificate of casting supplied meeting criteria mentioned, duly endorsed by Third Party inspector or customer.</li> </ul> <p>In lieu of above, vendor can submit a certificate from its customer stating successful supply of casting as per qualification requirement. The certificate should contain details of:</p> <ul style="list-style-type: none"> <li>(a) Casting Name</li> <li>(b) Weight of casting</li> <li>(c) Material grade</li> <li>(d) Date of supply</li> </ul> <p>Power Plant OEM certificate clearly establishing their approval as manufacturer of IP Outer Casing of mentioned material grade and weight to be submitted.</p>
3	<p><b>A</b> Availability of in-house manufacturing facilities for handling, melting, casting and heat treatment of enquired casting. Outsourcing of above activities is not permitted.</p> <p>Outsourcing of any other process is permitted to casting manufacturer only. Details of such processes outsourced to be submitted.</p> <p><b>B</b> The required tests as per enquiry drawing/specification is to be carried out either through in-house facility or through outsourcing. The laboratories (in-house/outsourced) must be accredited by NABL/Government/ILAC accrediting agency. Outsourcing of testing, if required, is to be done by manufacturer only.</p>	<p>Details of in-house facilities covering size range and capacity of various equipment/facilities.</p> <p>Detail of outsourcing processes, if any, to be submitted.</p> <p>Casting manufacturer to confirm</p>



### OEM's Authorization

(On Company Letter Head) (To be submitted as part of Technical bid)

OEM's Name \_\_\_\_\_ [Address and Contact Details]

OEM's Reference No. \_\_\_\_\_

Date.....

To:  
Head of Purchase Division  
Heavy Electrical Equipment Plant  
BHEL Haridwar

Dear Sirs,

Ref. Your Tender Document No. ....; Tender Title: .....

We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorise Messrs ----- (*name and address of the authorised dealer*) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is ....., dated/ since.....

We further confirm that no Contractor or firm or individual other than Messrs. .... (*name and address of the above-authorised dealer*) is authorized for this purpose.

As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

Our details are as under:

- Name of the Company: .....
- Complete Postal Address: .....
- Pin code/ ZIP code: .....
- Telephone nos. (with country/ area codes): .....
- Fax No.: (with country/ area codes): .....
- Mobile Nos.: (with country/ area codes): .....
- Contact persons/ Designation: .....
- Email IDs: .....

Yours faithfully,

..... [signature with date, name, and designation]


for and on behalf of

Messrs..... [name & address of the OEM and seal of company]

# Annexure-QP

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL		
BHEL	VENDOR'S NAME		ITEM	CASTING FOR IP OUTER CASING		QP NO.	QA/CF/QP/108					
					REV			04				
	DRG. NO.		As per PO									
	SPEC.		HW19791 & HW0980834									
		REV	AS PER PO					Page 1 of 2				
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	D	10		11

1	MELT ANALYSIS	CHEMICAL COMPOSITION	CRITICAL	CHEMICAL	EACH HEAT	HW19791	HW19791	TC	P	V		
2	HEAT TREATMENT (If applicable)	TIME-TEMP. CONTROL	MAJOR	TIME-TEMP. CHART	100%	MANUFACTURER'S PRACTISE, BHEL APPROVED MANUFACTURING PLAN		TC	P	V		
3	MARKING	IDENTIFICATION OF CASTING & KEEL BLOCK	MAJOR	VISUAL	100%	HW0980834, BHEL APPROVED SAMPLE LOCATION PLAN	HW0980834, BHEL APPROVED SAMPLE LOCATION PLAN		P	W		PHOTO/ SKETCH OF TEST-coupon TO BE MADE PART OF TCs
4	MECHANICAL TESTING	TENSILE, IMPACT	MAJOR	MECHANICAL	PER CASTING	HW19791	HW19791	IR	P	V		
5	PRELIMINARY NDT	MPI & UT	MAJOR	NDT	100%	DRAWING DPTLV00000239, DPTLV00000241	DRAWING DPTLV00000239, DPTLV00000241	IR	P	-		
6	REPAIR WELDING	<b>Weldings are only allowed after prior approval from BHEL in written form (refer clause for 'Rectification Welding' in specification).</b>										
6.1	DEFECT EXCAVATION (applicable, in case of defects)	PHOTOS OR SKETCHES OF EXCAVATIONS TO BE WELDED	MAJOR	VISUAL MPI	100%	BHEL SPEC	BHEL SPEC, BHEL APPROVED DEFCTOGRAM	TC	P	V		
6.2	WELDING (applicable, in case of rectification welding)	REPAIR WELDING as per BHEL approved WPS & PQR	MAJOR	VISUAL, MPI, UT, HARDNESS	100%	BHEL SPEC	BHEL APPROVED WPS / PQR,	WELD REPAIR RECORD, NDT REPORTS	P	W		WPS & PQR TO BE SUBMITTED TO BHEL. A CERTIFICATION TO BE GIVEN IN TC THAT WELDING IS PERFORMED ACCORDING TO WPS BY CERTIFIED WELDER.
7	FINAL INSPECTION											


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

MANUFACTURER'S NAME AND ADDRESS		QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	CASTING FOR IP OUTER CASING		QP NO.	QA/CF/QP/108							
				REV	04								
		DRG. NO.	As per PO										
		SPEC.	HW19791 & HW0980834										
		REV	AS PER PO		Page 2 of 2								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	D	10			11

7.1		VISUAL	MAJOR	VISUAL	100%	DRAWING, DPTLV00000238	DRAWING, DPTLV00000238	TC	P	W		
7.2		MPI, UT	MAJOR	NDT	100%	DPTLV00000239, DPTLV00000241, DRAWING, BHEL APPROVED NDT SCAN PLAN		TC	P	W		
7.3		MECHANICAL TEST	MAJOR	MECHANICAL	EACH CASTING	HW19791	HW19791	TC	P	W		
7.4		DIMENSIONS & WALL THICKNESS CHECK BY UT	MAJOR	MEASUREME NT	100%	DRAWING	DRAWING	TC	P	W		
8	IDENTIFICATION, RUST PREVENTION AND & PACKING		MAJOR	PHYSICAL		HW0980834	HW0980834		P	-		
9	FINAL CLEARANCE	COMPLETENESS OF RECORDS	MAJOR	VISUAL	100%	HW19791, HW0980834	HW19791, HW0980834	TCs	P	V		KEEL BLOCKS (IDENTIFIED AND STAMPED BY THIRD PARTY INSPECTION AGENCY) TO BE KEPT AS PER BHEL SPEC.

NOTES:

1. Only qualified NDT operators will be employed.
2. **TEST CERTIFICATES SHALL BE SUBMITTED BY THE VENDOR WITH CLEAR MARKING OF QP CLAUSE NUMBER AT THE TOP OF THE EACH PAGE. ALSO, TEST CERTIFICATES SHALL BE ARRANGED QP CLAUSE WISE.**

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

# Annexure-Model conciliation clause

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

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

### **Notes:**

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

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

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

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

- *Lawyer*