

Bharat Heavy Electricals Limited

Industrial Valves Plant Goindwal Sahib (Punjab)



NOTICE INVITING TENDER (NIT)

Dear Sir / Madam,

BHEL Goindwal Sahib (Punjab) invites offers from interested bidders / suppliers for submission of their offer through e-procurement mode at <u>https://eprocurebhel.co.in/</u>. Offers in any other mode will not be accepted. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: <u>support-eproc@nic.in</u>. These details are also available on 'Contact Us' page of the portal.

Tender Enquiry No. & date	2122-075E dated 22.01.2022
Form of Contract	Supply
Tender / Item Description	Supply of WC9 castings on firm price basis
Material Standard / Drawings	As per attached TDC(s) & Sample Drawings
Location(s) of Supply / Work	BHEL, Industrial Valve Plant, Goindwal Sahib, Dist. Tarn Taran -143422 (Punjab)
Earnest Money Deposit (EMD)	Not Applicable
Quotation Parts	Two Part Bid
Tender Download / Bid Submission Start Date	22.01.2022 (15:00 Hrs. IST)
Tender Download / Bid Submission End Date	01.02.2022 (15:00 Hrs. IST)
Tender / Bid Opening Date	01.02.2022 (15:30 Hrs. IST)
Make in India Local Content	20 %
Validity of offer (In days)	60 days from Part -1 opening
Reverse Auction	Not Applicable
Integrity Pact (IP)	Not Applicable
Non-Disclosure Agreement	Applicable
Contact Person Details	 Sh. Sumeet Bansal, Sr. Manager 01859-224 628, <u>sbansal@bhel.in</u> Sh. Sahil Malhotra, Dy. Manager 01859-224 603, <u>sahil@bhel.in</u>

PART-I (TECHNO-COMMERCIAL BID) (To be filled & signed by bidder & submit with offer as 'PDF' file only)

Tender Enquiry no. & Date	2122-075E dated 22.01.2022
Tender Description	Supply of WC9 castings on firm price basis

Bidder must note following points:

1. This workbook is protected, except for cells where comments / confirmation is to be given by bidder.

2. Bidder is advised not to unprotect / tamper the sheet / alter the terms mentioned in the sheet.

3. Any alteration to terms mentioned by BHEL will be considered as tampering and bidder's offer shall be liable for rejection.

4. Bidders are advised to only fill the unprotected cells (shaded cells) by dropdown or writing the comments as applicable as their confirmation. Bidders are adviced to upload duly filled & signed 'PDF' file as techno-commercial (Part-I) bid'. Failure on the part of bidder in not returning this duly filled-up techno-commercial bid and / or

upload duly filled & signed 'PDF' file as techno-commercial (Part-I) bid'. Failure on the part of bidder in not returning this duly filled-up techno-commercial bid and / o submitting incomplete replies may lead to rejection of bidder's quotation.

5. All the commercial terms and conditions shall be indicated by vendor in this format only and nowhere else in his quotation. However, in case the space for vendor's reply is not sufficient against a particular question, the vendor shall furnish same by way of separate annexure / sheet attached to this questionnaire, indicating cross-reference of respective clauses.

TECHNICAL CONDITION DETAIL

Sl no.	Elements	Response	Remarks
1	Technical : Supply of WC9 castings as per tender documents (if selected 'Accepted with deviation', please mention the deviation clearly)	Select from the drop down list	

	COMMERCIAL CONDITIONS & DETAILS								
Sl no.	Elements	Response	Remarks (if any)						
1	Delivery term: FOR Goindwal Sahib Basis (refer tender terms & conditions)	Select from the drop down list							
2	IGST supply (%)	Select from drop down list							
3	SGST supply (%)	Select from drop down list							
4	CGST supply (%)	Select from drop down list							
5	Payment term: Due payment against supplies received shall be due after 30 days of receipt and acceptance of material and shall be paid within next 15 days period. (refer tender terms & conditions)	Select from the drop down list							
6	Delivery period: Within 90 days from placement of PO / LOI. (refer tender terms & conditions)	Select from the drop down list							
7	Validity: 90 days from techno commercial bid opening. (refer tender terms & conditions)	Select from the drop down list							
8	LD clause: Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0%. (refer tender terms & conditions)	Select from the drop down list							
9	Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to Purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the delivery period mentioned in the Purchase Order. (Refer tender terms & conditions)	Select from the drop down list							
10	Firm Price: The quoted / finalised rates shall be firm till execution of the supplies. No PVC shall be applicable	Select from the drop down list							
11	You are manufacturer of quoted item/s.	Select from the drop down list							
12	Are you registered under MSMED act 2006 as Micro or Small.	Select from drop down list							
13	If you are registered under MSMED act 2006 as Micro or small, please attach valid MSE certificate as per tender terms & conditions	Select from the drop down list							
14	Minimum percentage of Local content should be 20% local supplier as per latest Make in India Order issued before issue date of this tender.	Please mention percentage of Local Content here							
15	I have thoroughly gone through the attached tender terms & conditions and understood the above techno-commercial requirements	Select from the drop down list							

 Additional Document (Price Bid Format)
 Corrigendum (if any)
 Pre Bid Meeting Minutes (if any)
 Pre Bid Meeting Minutes (if any)
 We hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued (if any). Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum (if any) and minutes of the pre-bid meeting (if any). In the event our offer is found acceptable and Order is placed /Contract is awarded to us, the complete tender document shall be considered for constitution of Order / Contract Agreement.

Authorised signatory with seal

Validate Print Help Vise BoQ										
Tender Inviting Authority: BHEL IVP Goindwal Sahib										
Name of Work: S	Name of Work: Supply of WC9 castings on firm price basis									
Contract No: 21	22-XX dated 22.01.2022									
Name of the Bidder/ Bidding Firm / Company :	Bidder/ Bidding Firm /									
	PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT #	NUMBER #	TEXT <mark>#</mark>	NUMBER #	NUMBER #	TEXT #				
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. /Kg	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT In Words				
1	2	4	5	7	11	13				
1	4" and above WC9 - Upto 500 Class	762.40	KG		0.00	INR Zero Only				



Tender enquiry no. 2122-075E Dated 22.01.2022 Due date 01.02.2022 Tender Description: Supply of WC9 Valve castings

This tender is through e-procurement mode. Tender documents can be downloaded from <u>https://eprocurebhel.co.in</u>

S1 SCOPE OF SUPPLY

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/Drawings/RT Shooting sketch and other requirements as given in the Purchase Order. The applicable TDC:0412 Rev26 (or latest applicable).

TDC(s) and RT shooting sketch are enclosed herewith. Sample drawings are attached herewith. Tender item details are as following:

Material Code	Description	Size	Class	Туре	NC	Qty	Established Weight (Kg)	Total Weight (Kg)
922002690000	BODY-4-C300-GV-BW-WC9-N254	4	C300	GV		1	46.7	46.7
922011220000	WEDGE-WC9-N232-4-C300-GV- WC9	4	C300	GV		1	6.3	6.3
922003810000	YOKE-4-C300-GV-WC9-N254	4	C300	GV		1	24.4	24.4
922016380000	BODY-6-C150-GV-BW-WC9-N353	6	C150	GV		5	56.45	282.3
922004280000	WEDGE-6-C150-GV-WC9-N308	6	C150	GV		5	10.2	51.0
922004230000	YOKE CUM BONNET-6-C150-GV- WC9-	6	C150	GV		4	24.98	99.9
922061060000	BODY-6-C300-GV-BW-WC9-NQ57	6	C300	GV	NC	1	65	65.0
922061080000	WEDGE-6-C300-GV-WC9-NQ57	6	C300	GV	NC	1	7.7	7.7
922061070000	YOKE CUM BONNET-6-C300-GV- WC9-	6	C300	GV	NC	1	27.1	27.1
922000540000	BODY-4-C300-SV-BW WC9-P266	4	C300	RV/SV		2	49	98.0
922000620000	YOKE-A217-WC9-P266	4	C300	RV/SV		2	27	54.0
								762.4

Quantity variation of $\pm 10\%$ shall be applicable (of the total weight).

S2 <u>Pre-Qualification terms for participating in the tender enquiry:</u>

- 1. Supplier should be manufacturer for Carbon Steel Castings/Alloy Steel Castings /Stainless Steel Castings and should have inhouse furnace for melting of the steel. Supplier to upload undertaking/ISO certificate/documentary evidence for being manufacturer. Bids received from traders, dealers, distributors and resellers will be rejected.
- Supplier shall submit customer Purchase Orders and their invoices for supply of Carbon Steel Castings/Alloy Steel Castings /Stainless Steel Castings with minimum cumulative value of Rs. 1,00,000 (Rs. One lakh only) as proof. Date of Purchase Order/s date & corresponding invoices:



Tender enquiry no. 2122-075E Dated 22.01.2022 Due date 01.02.2022 Tender Description: Supply of WC9 Valve castings

should be 01.01.2019 or afterwards and upto the date of actual bid opening. All mentioned values are net of taxes.

Start-ups shall be exempted from this criteria of Purchase order and invoice submission without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

- 3. Supplier shall submit "Well Known Foundry" certificate which shall be valid as on date of tender opening and supplier has to submit undertaking that they shall renew it from time to time. IBR foundries, which have applied for renewal on the date of tender opening, shall submit the expired "Well Known Foundry" certificate and documentary evidence/undertaking for renewal of the same. However, in case the supplier is not having "Well Known Foundry" certificate, then he can supply castings after inspection from IBR approved inspection authorities for IBR items. Supplier should have experience of supplying IBR castings and shall have to submit purchase order and corresponding proof of Witness pouring to IBR authorities. Date of such purchase order shall be on or after 01.01.2019.
- 4. Supplier should have experience of supplying RT castings and shall have to submit purchase order and corresponding proof of RT reports. Date of such purchase order shall be on or after 01.01.2019.

S3 <u>PART-I: TECHNO-COMMERCIAL BID</u> should contain all the documents/confirmations as per following details:

a) Acceptance of Techno-Commercial terms and conditions shall be attached along with bid document. This can be attached either by signing each page of terms and conditions or a confirmation statement.

IF THE OFFER IS NOT ACCOMPANIED WITH ACCEPTANCE OF TERMS AND CONDITIONS, IT SHALL BE CONCLUDED THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE AND NO CLAIM WHATSOEVER SHALL BE ENTERTAINED LATER ON.

- b) MSE vendors should submit **Udyam Registration Certificate** for availing applicable benefits for MSE vendors as per tender terms.
- c) Documents as per pre-qualification terms.
- d) Duly filled Annexure-A (Pattern Availability and Willingness to develop pattern)
- e) Duly filled Annexure-B (Declaration for RESTRICTIONS UNDER RULE 144(XI))
- f) Duly filled Annexure-C (Non-Disclosure Agreement)

S4 PRICE BASIS

- a. Rates shall be quoted on rate INR per kg basis & on FOR GOINDWAL basis. Comparison shall be made on landed rate per kg to BHEL Goindwal for deciding L1 offer.
- b. Rates shall be inclusive of pattern and development cost. The pattern cost shall be borne by the vendor.
- c. Unloading of material at Main Stores of BHEL shall be arranged by BHEL.
- d. Order of enquiry item sl. no. shall be maintained in the quotation.
- e. Quoted rates shall be firm during the currency of the contract.



Tender enquiry no. 2122-075E Dated 22.01.2022 Due date 01.02.2022 **Tender Description:** Supply of WC9 Valve castings

S5 DELIVERY SCHEDULE

Delivery shall be within 90 days from date of Purchase Order.

S6 LOADING

- 1. 100% loading shall be done on L1 vendor based upon pattern availability/ willingness to develop pattern.
- 2. In case pattern is pattern is not available with L1 vendor and he has not provided willingness to develop required pattern, counter offer shall be issued to next bidder as per ranking and pattern availability/willingness to develop pattern.

S7 TEST CERTIFICATE

It is the responsibility of successful vendor to ensure that all the castings are supplied with IBR TC or MTC as applicable.

S8 PROCEDURE FOR CASTING WEIGHT ESTABLISHMENT

Rate of any item shall be derived by multiplying established weight with rate per kg for the period when PO is being released. Weights shall be established as per attached TDCs.

The established weights shall be applicable to all vendors. Weights of same patterns for different material grade castings shall be considered same. Weights shall be established again on revision of dimensions of component.

When a vendor is taking any item as a new development, if his weight is less than already established weight, this weight will be considered as new established weight and binding on all vendors. If his weight is more than already established weight, the already established weight shall be binding on the vendor. Established weights are specified as per the clause S1.

Payments shall be made on established weights only. Additional claim of any vendor due to his extra weight over and above the established weight shall not be entertained.

Random verification of castings with already established weights will be done at BHEL stores on receipt of casting lot and in case, any discrepancy is noted between established weight and actual casting weight, then applicable deduction will be done from vendor invoices.

If any modification of pattern is done at vendor's end after establishment of weight of castings, then it is vendor responsibility to inform BHEL and in such cases, re- establishment of weights will be done.

S9 ORDERING FOR CASTINGS REQUIRING NEW PATTERNS

If a party has already developed a particular type and size of casting, orders will be placed for those castings.

If a party has not already developed a particular type and size of casting, orders will be placed based on willingness submitted by the supplier for development of new patterns as per Annexure A.



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S10 RADIOGRAPHY

Consistent radiography quality is to be ensured and to be maintained uniformly in bulk supply with adequate process and method controls. Since the required castings are of radiographic quality, BHEL reserves the right to conduct radiographic testing of sample pieces at its own arrangement and derive conclusion of soundness of casting supplied against the said lot/heat based on the results of such testing.

- Standard requirement of radiography of castings shall be as applicable TDC.
- Any additional requirement shall be specifically called for in PO.
- BHEL intends to get delivery of castings along with radiographed sets as ordered. The claim of vendor for payment of supplies against any PO can be put on hold if the requisite no. of radiographed sets has not been delivered by then. BHEL shall reserve the right to select any sample from a lot offered and get it radiographed at vendor's works.

Vendor will be required to submit radiographic films and test reports. BHEL will review and evaluate radiography films and RT reports and reserves the discretion to do so at the premises of the vendor.

<u>Radiography procedure shall be as per ASME B 16.34 and as mentioned in BHEL's TDCs.</u> All the radiography films shall be dispatched to BHEL without delay either before the castings are being dispatched or along with the castings. Vendor shall undertake radiography on new development as per applicable TDC.

<u>RT charges:</u> Fixed RT charges @ Ir₁₉₂: Rs 0.99 & Co₆₀: Rs 1.50 per sq. cm shall be paid on actual verified film area.

S11 INSPECTION REQUIREMENTS FOR CASTINGS

1. For RT as well as non-RT castings, the seller shall give advance notice of minimum 03 working days for inspection to the purchaser. Inspection will be carried out within 05 working days from the proposed date of inspection.

In case of time taken by BHEL is more than 05 working days, delivery extension on account of delay will be provided to seller for number of days beyond 05 working days for the delayed portion only.

- 2. All required tests (Physical properties, Chemical properties, Heat Treatment, NDE, Visual, Surface finish etc.) as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor. No additional charges shall be claimed for such inspections. Third party inspection charges will be borne by BHEL.
- 3. Sample castings are to be identified by vendor in the delivery challan as "Sample" and the dimensional reports and RT reports are to be provided to BHEL along with supply. Also mention "Sample" on castings with white paint.
- 4. RT castings have to be mentioned "RT" on castings with white paint.
- 5. Material code as mentioned in PO is to be mentioned on all casting with paint.

S12 <u>REPAIR OF CASTINGS</u>

a) All castings shall be supplied free of defects like shrinkage, hot tears and process variable defects like sand inclusion, slag inclusion, gas entrapment etc. If any casting is found containing defects more than allowable limit, the same shall be upgraded at foundry itself before dispatch to BHEL



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with necessary documentation, enabling BHEL to make use of such castings immediately for production.

- b) If castings are found defective at different stages of manufacturing, the same shall be repaired at the defective area and the repaired castings shall be accepted after performing requisite NDT at vendor's cost. BHEL shall decide about the areas to be repaired in all such cases.
- c) Castings, that are found defective after receipt at BHEL, necessary repair of the castings will be carried out by BHEL and repair charges @ Rs. 21.00 per cc for Alloy Steel shall be deducted from any of the running bills of the vendor.
- d) In case of rejection of casting after machining/ assembly/testing due to defects more than allowable limits or major variation in dimensions etc. then the entire cost incurred till that stage shall be deducted from any of the running bills of the vendor.

These Special terms & conditions and GCC collectively are the part of tender terms and conditions.



General Contract Conditions (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib, Dist. Tarn Taran, Punjab-143422 (INDIA)

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1. INSTRUCTION TO BIDDER

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier/E-procurement system generated email.

1.1 Instruction to Bidder (In case of Non-E-Procurement / Paper/ Manual/ Hard Copy based tenders)

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail (**tendermm_ivp@bhel.in**) offers received in time shall be considered only when such offers are complete in all respects. In case of bulky tenders, please handover quotation to Sh. Rakesh Kumar/ SDGM - Head-MM or Sh. Sumeet Bansal / Sr. Manager - MM [Contact: 01859 224 615 / 628]. Bid can be send to following address:

BHEL, Industrial Valve Plant, #433, Industrial Complex, Goindwal Sahib, Distt. Tarn Taran, Punjab-143422.

1.2 Instruction to bidder (In case of E-Procurement)

- 1. Interested bidders / suppliers shall submit their offer through e-procurement mode at https://eprocurebhel.co.in/ .
- 2. Offers in any other mode will not be accepted.
- 3. Procedure for Submission of Tender is available in the "Bidder Manual Kit" at E-tender portal <u>https://eprocurebhel.co.in/</u> only.
- 4. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.
- 5. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
- 6. **Disclaimer clause:** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

2. SCOPE OF SUPPLY

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/BPS/Drawing and other requirement as given in the Tender Enquiry. National & International material Standards shall have to be arranged by vendors themselves. Latest applicable revisions of standards/procedures to be referred.



All required tests as called in referred material standard/BHEL/TDC/drawing etc. shall be carried out by vendor at no extra cost. Material Test Certificates (MTC), inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.

3. PRICE BASIS

- 1. Order of enquiry item sl. no. shall be maintained in the quotation.
- 2. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- 3. Rates quoted should be FOR BHEL Goindwal basis. The offers quoted on other than FOR Goindwal basis are liable to be rejected.

In case bidder has quoted Ex-works prices, then he/she will be given an opportunity to accept price basis as FOR Goindwal either by accepting delivery as FOR Goindwal in same quoted price or by providing loading factor on his/her quoted ex-works prices to make them FOR prices.

Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account.

4. DISCREPANCY IN WORDS AND FIGURES

- 1. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- 4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 5. Bids 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 shall be liable for rejection.
- 6. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

5. EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER

In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

GCC REV. 11



In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

6. REVERSE AUCTION

In case, it is declared in special terms & conditions of tender enquiry that RA is applicable for the NIT, then RA will be conducted as per following clause:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <u>https://www.bhel.com/</u>) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per RA guidelines.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

7. VALIDITY OF OFFERS

The offers shall be kept open for acceptance 'for number of days mentioned in special terms and conditions' from the date of opening of the tender. In case of tender extension, the bid validity shall be considered from the date of tender opening.

8. SUPPLIED MATERIAL ADJUSTMENT

Item/s pending in previous PO has to be billed in previous PO only. Otherwise, BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For this it is desirable that vendor should reconcile the pending PO statement every month/frequently with BHEL. Vendor can also view these details at Portal (https://trichy.bhel.com/mm/index.jsp).

9. DELIVERY SCHEDULE

Supplies shall be affected and completed as per schedule mentioned in special terms and conditions. **Further, BHEL may release delivery schedule from time to time based upon our requirement with mutual understanding.** Vendor shall be required to complete the order as per the BHEL schedule requested. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

10. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY

Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the undelivered potion.





General Contract Conditions (GCC) of MM Tenders BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib, Dist. Tarn Taran, Punjab-143422 (INDIA)

In case of Ex-works delivery terms for indigenous supplies, the document date (Invoice/Challan date) in Goods Receipt (GR) document shall be reckoned for LD deduction. In case of FOR Delivery terms for Indigenous supplies, the posting date in GR document shall be reckoned for LD deduction.

If any vendor does not accept LD $\frac{1}{2}$ % of the supply for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% LD shall not be loaded on account of LD. However, bidders who offer any other % LD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %. e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3).

BHEL reserves the right to receive or not receive the material after the due date of PO. Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

11. PAYMENT TERMS

- Due payment against supplies received shall be due after 30 days of receipt and acceptance of material and shall be paid within next 15 days' period. In case of any deviation from standard payment term mentioned, BHEL at its discretion may load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders.
- 2. Documents to be submitted (if applicable)
 - i) Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
 - ii) Transporter copy along with material/consignment.
 - iii) Material Test Certificates (MTC) and
 - iv) Compliance Certificate.
- 3. GST registration number is to be submitted by qualified vendor as per GST law.
- 4. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.
- 5. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.

12. TAXES & DUTIES

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

- a) Vendor declaring such invoice in his GSTR-1and
- b) Receipt of goods and Tax invoice by BHEL and
- c) Confirmation of payment of GST thereon by vendor on GSTN portal.
- d) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Following may please be noted for availing Input Tax Credit (ITC) by BHEL:



General Contract Conditions (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib, Dist. Tarn Taran, Punjab-143422 (INDIA)

- 1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
- 2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
- 3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- 4. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

13. LIABILITY UNDER REVERSE CHARGE (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

14. ACCESS TO MANUFACTURING PREMISES

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

15. INSPECTION

- 1. The seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
- 2. Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract. No additional charges shall be claimed for such inspections. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
- 3. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
- 4. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

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5. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.

16. GUARANTEE / WARRANTEE AND CORRESPONDING REPAIR / REPLACEMENT OF GOODS

Goods shall comply with the specifications for material, workmanship and performance. Vendor shall give a guarantee / warrantee of 18 months from the date of dispatch or 12 months from date of receipt, against manufacturing defects, whichever is earlier. In case of non-acceptance of this term, bid will be rejected.

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee / warrantee period, the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

Lifting of rejected material is under Supplier's scope. BHEL will inform related invoice, quantity etc. to supplier. Supplier is expected to give the plan to lift and advance intimation when visiting to lift the material. Material should be lifted within one month from date of intimation. After one-month BHEL will not be responsible for rejected material. BHEL may decide to send the rejected material on to Pay basis to supplier. Any leniency/ unresponsiveness/delay on part of supplier may lead to appropriate action by BHEL. Any request to postpone in written may be considered but replacement should not be linked with lifting of material.

17. LOI (LETTER OF INTENT)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

18. SUB-CONTRACT

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

19. RISK PURCHASE

BHEL at its option will be entitled for withdrawal of portion of balance supply or termination of the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as per contract delivery terms. The supplier shall be liable for losses, which BHEL may sustain by way of such risk purchases.

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The value shall be calculated as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$ Where.

A= Value of Balance scope of Supply (*) as per rates of new contract

B= Value of Balance scope of Supply (*) as per rates of old contract being paid to the supplier at the time of termination of contract i.e. inclusive of PVC, if any.

 $\mathbf{H} = \mathbf{O}$ verhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* Balance Scope of Supply: Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

20. FORCE MAJEURE

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

21. CLARIFICATIONS

The correspondence exchanged against the tender from both tenderer and BHEL through email/eprocurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

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22. PREFERENCES FOR MICRO AND SMALL ENTERPRISES (MSEs)

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" & "Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018", or as per latest guidelines issued by government shall be given to Micro and Small enterprises.

Main points which are mentioned in the above orders are as follows:

- 25% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 25% of the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. Failure to participate by any MSE owned by SC/ST's; this 6.25% quantity shall be procured from other MSEs.
- 3% from within the 25% quantity offered to the MSE's shall be reserved for women owned MSE's. Failure to participate by any MSE owned by women; this 3% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

MSE suppliers can avail the intended benefits only if they submit **Udyam Registration Certificate** along with the offer. No other document shall be considered for availing MSE benefits. Non-submission of such document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not cleared before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal.

23. PREFERENCE TO MAKE IN INDIA

This procurement shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 of Government of India issued by DPIIT and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for purchase preference to make in India shall be adhered.

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

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <u>https://doe.gov.in/procurementpolicy-divisions</u>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is



GCC REV. 11



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Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib, Dist. Tarn Taran,

Punjab-143422 (INDIA)

engaged in development projects for which list is available at https://www.mea.gov.in/) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

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

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

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

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

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

25. DISPUTES

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

26. JURISDICTION

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

27. BANNED FIRMS

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website https://www.bhel.com/.

28. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website https://www.bhel.com/ and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

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29. PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

30. SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

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

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

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in 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 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 https://www.bhel.com/ and/or under applicable legal provisions

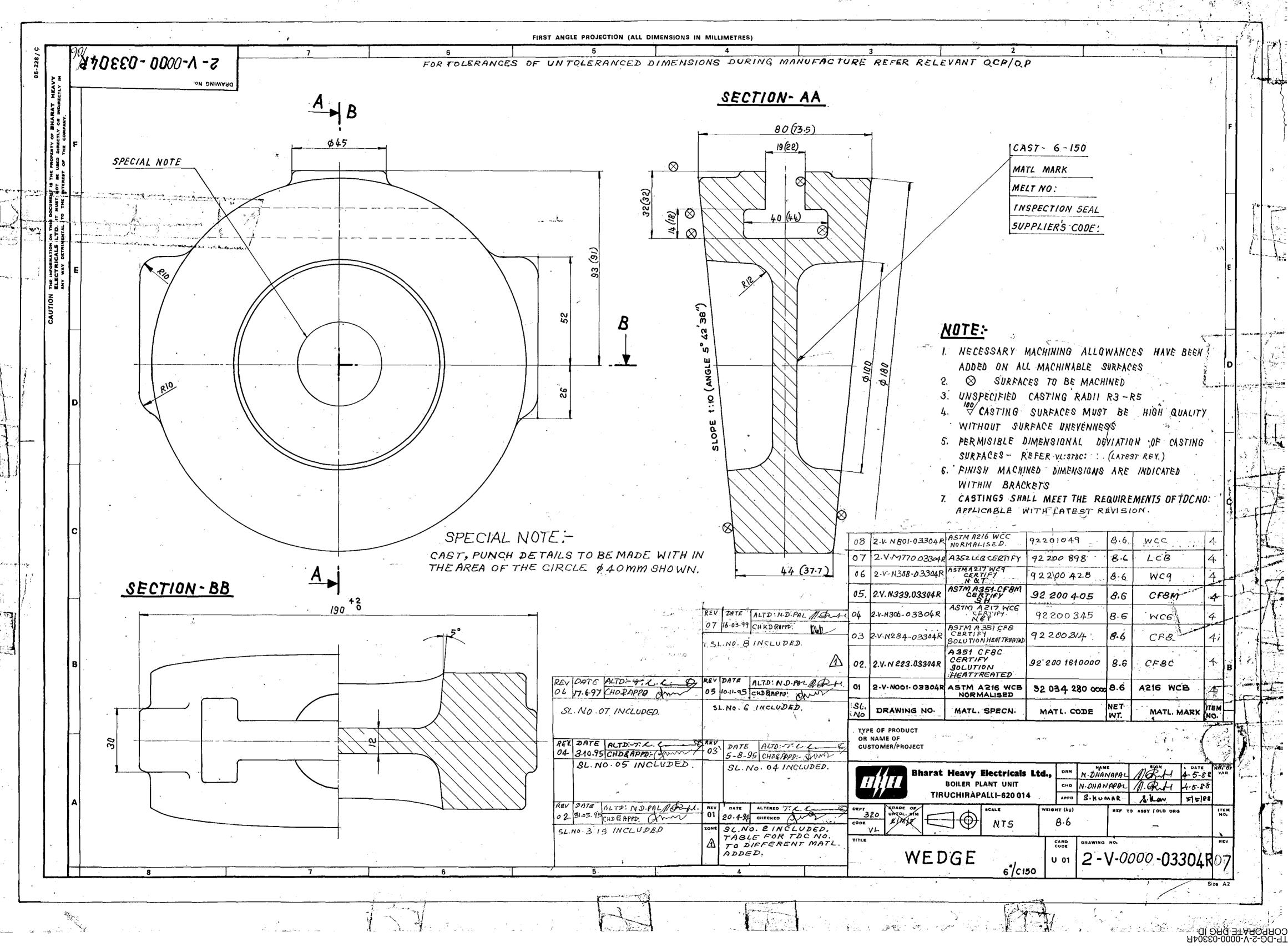


31. GENERAL

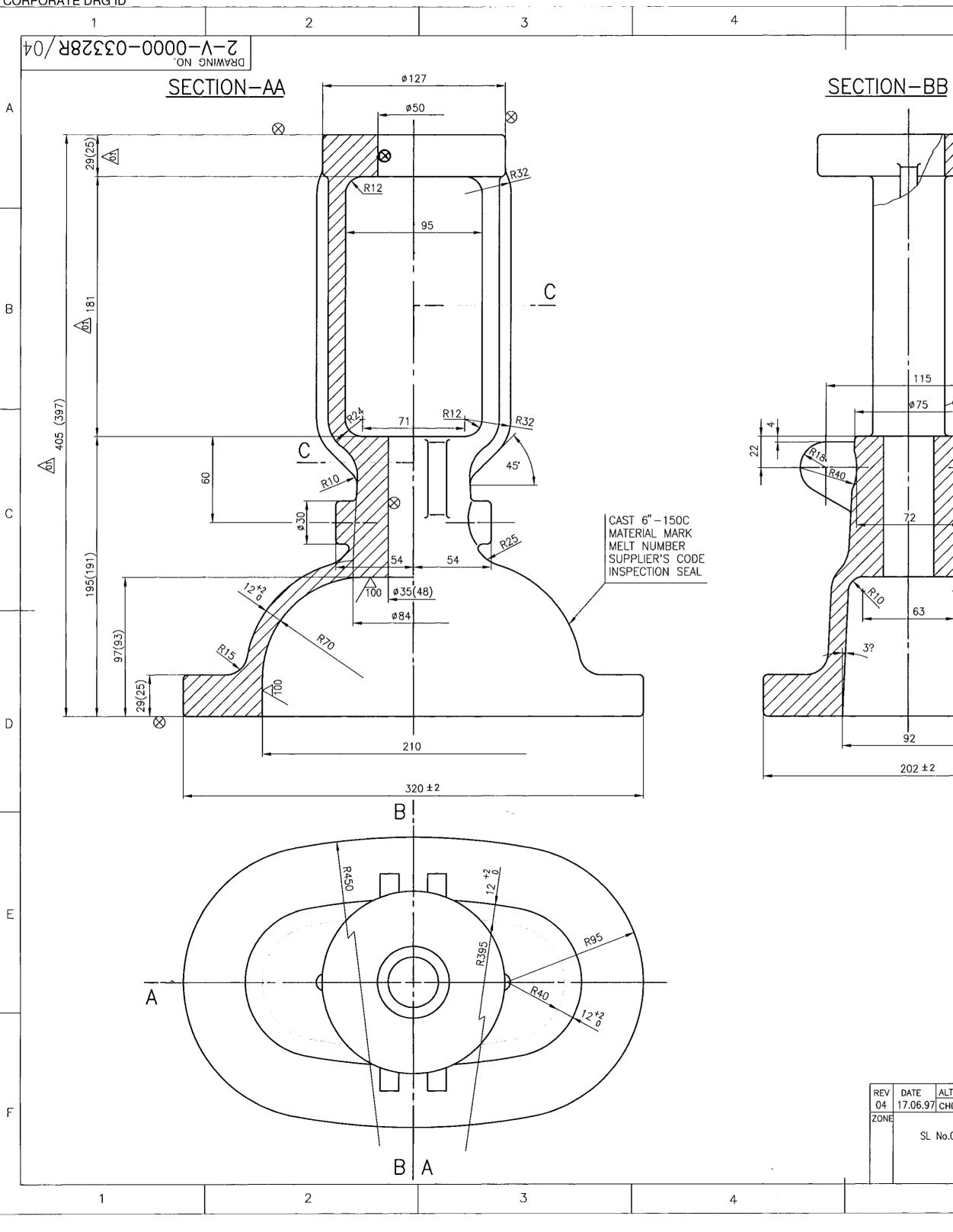
- 1. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- 2. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- 3. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- 4. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.
- 5. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
- 6. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
- 7. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
- 8. In case of unscheduled holiday on opening day of tender, the next working day will be treated as scheduled prescribed day of opening of tender.
- 9. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
- 10. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors.
- 11. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
- 12. If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free on Road etc. these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.
- 13. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- 14. Any term in special tender terms and conditions will supersede the GCC.

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TP-DG-2-V-0000-03304R CORPORATE DRG ID







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1 . NECESSARY MACHINING ALLOWANCES HAVE BEEN ADDED ON ALL MACHINABLE SURFACES

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7. CASTING SHALL COMPLY WITH THE REQUAIREMENTS OF LATEST APPLICABLE QUALITY PROCEDURE.

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4 . UNSPECIFIED CASTING RADII 3 - 4 MM

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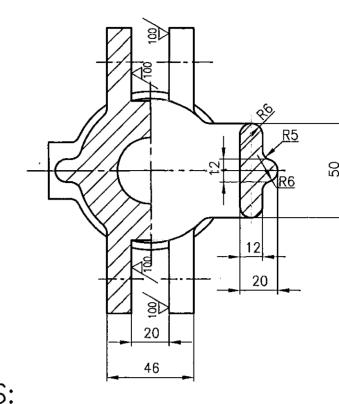
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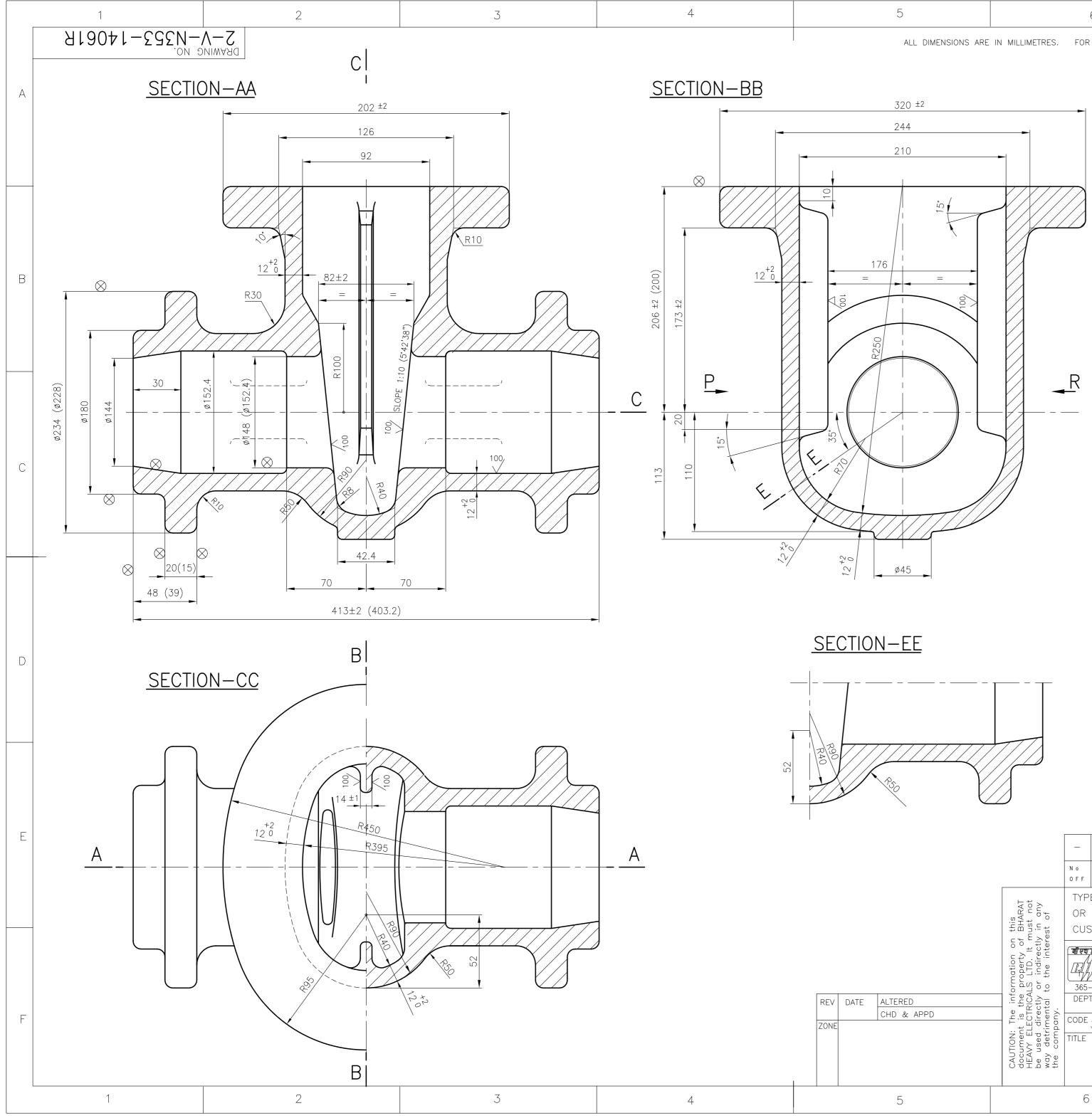
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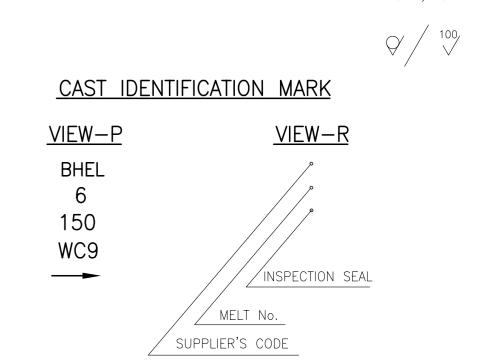




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NOTES:-

- 1. CASTING SHALL COMPLY WITH REQUIREMENTS OF LATEST APPLICABLE QUALITY PROCEDURE.
- 2. NECESSARY MACHINING ALLOWANCES HAVE BEEN ADDED ON ALL MACHINABLE SURFACES. 3. \checkmark^{100} Casting surfaces must be of high quality without surface unevenness.
- 4. UNSPECIFIED CASTING RADII R3 TO R5.
- 5. PERMISSIBLE DEVIATIONS OF NON-TOLERANCED CASTING DIMENSIONS REFER LATEST APPLICABLE QUALITY PROCEDURE.
- 6. HEIGHT OF CASTING LETTERS-20mm.
- 7. \otimes SURFACES TO BE MACHINED.
- 8. FINISH-MACHINED DIMENSIONS ARE INDICATED WITHIN BRACKETS.
- 9. MELT No. & INSPECTION SEAL TO BE PUNCHED REST OF THE DETAILS ARE TO BE CAST.
- 10. RISER REMAINS ARE TO COMPLETELY REMOVED SUITABLY.

* SPECIAL NOTES:-

- 1. GUIDE RIB DIMENSIONS TO BE MAINTAINED WITHIN THE TOLERANCES INDICATED
- 2. BOTH GUIDE RIBS TO BE COPLANER AND TRUELY VERTICAL.
- 3. PROPER MATCHING FOR GUIDE RIBS WITH MACHINED WEDGE TO BE ENSURED BEFORE ACCEPTING CAST BODIES PREFERABLE AT THE FOUNDARY.
- 4. THIS DRAWING IS DIMENSIONALLY IDENTICAL TO 2-V-N523-13707R EXCEPT MATERIAL SPECIFICATION

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Annexure-A : Pattern Availability and willingness to develop pattern

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2	922011220000	WEDGE-WC9-N232-4-C300-GV-WC9	4	C300	GV		1	6.3	6.3	<u> </u>	·
3	922003810000	YOKE-4-C300-GV-WC9-N254	4	C300	GV		1	24.4	24.4		
4	922016380000	BODY-6-C150-GV-BW-WC9-N353	6	C150	GV		5	56.45	282.3		
5	922004280000	WEDGE-6-C150-GV-WC9-N308	6	C150	GV		5	10.2	51		
6	922004230000	YOKE CUM BONNET-6-C150-GV-WC9-	6	C150	GV		4	24.98	99.9		
7	922061060000	BODY-6-C300-GV-BW-WC9-NQ57	6	C300	GV	NC	1	65	65		
8	922061080000	WEDGE-6-C300-GV-WC9-NQ57	6	C300	GV	NC	1	7.7	7.7	1	
9	922061070000	YOKE CUM BONNET-6-C300-GV-WC9-	6	C300	GV	NC	1	27.1	27.1	1	
10	922000540000	BODY-4-C300-SV-BW WC9-P266	4	C300	RV/SV		2	49	98		
11	922000620000	YOKE-A217-WC9-P266	4	C300	RV/SV		2	27	54		
				*	*		4a oo o oo oo o		762.4		<u>.</u>

<u>Note</u>: Quantity variation ±10% shall be applicable (of the total weight)

Signature of vendor with stamp

ANNEXURE-B

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

(The bidders are required to print this on their company's letterhead & sign, stamp and submit with offer documents)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered.

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

With regards

Signature with company seal Name – Company / Organization Designation within Company / Organization Address of Company / Organization

THIRD PARTY NON-DISCLOSURE AGREEMENT



(TENDER ENQUIRY NO. 2122-075E dated 22.01.2022)

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, ______, on behalf of the ______(Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Goindwal on contract is confidential and that the nature of the business of the BHEL, Goindwal is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Goindwal. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs / data / configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Goindwal all documents and property of BHEL, Goindwal, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL Goindwal's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Goindwal and are reasonable given the nature of the business carried on by the BHEL, Goindwal. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at	_, this	day of	, 20
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Name

Company

Signature