

BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 284144

Sub: Requirement of Austenitic Stainless-Steel Plates/Sheets/Strips

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

Bids are invited for the following items through GeM Portal- <https://gem.gov.in>

Item Description	Mat. Code	Size (mm)	Total Qty (Kg)	Lot wise Qty. (Kg)	Lot wise Delivery Requirement	Delivery Period (Days from PO placement)
Austenitic Stainless-Steel Sheets, Plates & Strips SOLUTION ANNEALED (GR:X04CR18NI10 TI) Specification- AA10740 Rev 09	AA1071840037	6x1250x4000	1920	1920	30/08/2025	90
	AA1071840053	8x1250x4000	45000	24000	30/08/2025	90
				11000	30/12/2025	210
				10000	30/04/2026	330
	AA1071840150	25x1100x4000	36000	12000	30/08/2025	90
				12000	30/12/2025	210
				12000	30/04/2026	330
	HW1071840991	30x1250x4000	3600	3600	30/08/2025	90
	HW1071840967	40x1100x4500	17500	9500	30/08/2025	90
				8000	30/12/2025	210
	HW1071840983	50x1250x4000	4000	4000	30/08/2025	90
	HW1071840959	80x1250x4000	3200	3200	30/08/2025	90
	AA1071840010	5x800x5500 or multiple of width	10200	5300	30/08/2025	90
				4900	30/12/2025	210
	AA1071840134	20x1050x2100 or multiple of width & length	31500	10500	30/08/2025	90
				10500	30/12/2025	210
				10500	30/04/2026	330
	AA1071840185	36x1250x4000	8640	8640	30/08/2025	90
	AA1071840207	45x1150x4500	44700	14900	30/08/2025	90
				14900	30/12/2025	210
				14900	30/04/2026	330
	HW1071840940	70x1250x4000	16800	8400	30/08/2025	90
				8400	30/12/2025	210

Remarks-

1. Delivery period mentioned in enquiry is indicative, bidders to quote their best possible delivery.
2. Quantity tolerance $\pm 10\%$ is acceptable in view of dimensional tolerances.

3. Breach of Contract:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, recovery of an amount equivalent to 10% of the contract value shall be made in case of breach of contract.

4. Payment terms shall be as follows:

The payment shall be made within no. of days as defined in the below table from appointed day:

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

Appointed day means

- The day of delivery of material i.e. C-Note Date, subject to submission of non-discrepant documents by vendor as per Purchase Order.
- Or
- Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier.
- For BOIs, the appointed day means the date of receipt of material at respective project Site (i.e. MRC date).

Note: Benefits of MSE (Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves

5. “A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if”
- a. They have controlling partner (s) in common; **or**
 - b. They receive or have received any direct or indirect subsidy/financial state from any of them; **or**
 - c. They have the same legal representative/ agent for purposes of this bid; **or**
 - d. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
 - e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
 - f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/ foreign agent on behalf of only one principal;**or**
 - g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
 - h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/ common business/ management units in same/ similar line of business.”
6. 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.
7. For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 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 NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

- 8.** Test certificate and Guarantee certificate are required.
- 9.** Rest terms and conditions shall be as per latest GeM GTC.

Pre- Qualification Requirements

PQR Point	Requirements		Vendor to submit / confirm	Vendor's reply
1	<u>For Plate manufacturer:</u>			
	a	Vendor must be having Bureau of Indian Standard (BIS) approval for manufacturing of stainless-steel plates of IS 6911, X04Cr18Ni10Ti / ASTM A240M, Type 321 / EN10088-2, X6CrNiTi18-10.	Vendor to submit copy of valid BIS Certificate / BIS Certification number.	
	b	Enquiry plate will be supplied as per BHEL enquiry specification and dimension.	Vendor to confirm.	
2	<u>For trader / stockist / reseller:</u>			
	a	Vendor to submit their past experience for supply of stainless-steel plates / sheets against at least one purchase order in last seven years.	At least one purchase order and its correlated test certificates/dispatch note for stainless steel plate / sheet.	
	b	Enquiry Plates shall be supplied from BIS approved manufacturer for IS 6911, X04Cr18Ni10Ti / ASTM A240M, Type 321 / EN10088-2, X6CrNiTi18-10 and dimension only.	Vendor to confirm.	
	c	Enquiry plate will be supplied as per BHEL enquiry specification and dimension.	Vendor to confirm.	

Sl. No.	Quality Requirement	Vendor's confirmation (Y/N)
01	PRE-DISPATCH INSPECTION BY BHEL TPIA QUEST AS PER BHEL APPROVED QUALITY PLAN (QA/PMD/001 REV 00). (VENDOR TO ENDORSE THE ATTACHED QUALITY PLAN WITH THEIR SIGN & STAMP.)	

Signature with stamp

Name:

Name of Firm:

Designation:

Date:

(Self-Certification for local content)

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

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

To,

(BHEL HEPP Haridwar)

Dear Sir,

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

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for **'Class-I local supplier' / 'Class II local supplier'** ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

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

1. _____ 2. _____

3. _____ 4. _____

...

Thanking you,

Yours faithfully,

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

**** - Strike out whichever is not applicable.**

Note:

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

(Specification)

AA10740 Rev 09



CORPORATE PURCHASING SPECIFICATION

AA10740

Rev No. 09

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AUSTENITIC STAINLESS STEEL SHEETS, PLATES AND STRIPS - SOLUTION ANNEALED (IS:6911, X04Cr18Ni10Ti, / ASTM A240M, TYPE 321 / EN10088-2, X6CrNiTi18-10)

(ORDERING DESCRIPTION)

1 GENERAL

The sheets, plates and strips shall conform to the latest version of IS:6911, X04Cr18Ni10Ti, / ASTM A240M, Type 321 / EN10088-2, X6CrNiTi18-10 and comply with the following additional requirements.

2 APPLICATION

For general engineering purposes, where corrosion resistance is essential.

3 CONDITION OF DELIVERY

For Hot Rolled- Solution annealed and descaled

Cold Rolled – Solution annealed and dull/bright finish

4 DIMENSIONS AND TOLERANCES

Material shall be supplied to the dimensions specified in BHEL order.

5 CHEMICAL COMPOSITION, MECHANICAL PROPERTIES AND OTHER REQUIREMENTS:

As per IS:6911, X04Cr18Ni10Ti / ASTM A240M, Type 321 / EN10088-2, X6CrNiTi18-10 as applicable.

6 TEST CERTIFICATES:

Three copies of test certificates shall be supplied along with the following information:

- **BHEL References:**
 - AA10740 -Rev. No.09 / Material Grade as applicable
 - BHEL order No
- **Supplier's References:**
 - Name
 - Identification No.
 - Melt No.
 - Process of manufacture
 - Details of heat treatment.
- **Result of Tests:**
 - Dimensional inspection.
 - Results of chemical analysis, mechanical tests

Revisions:

Cl. 42.5 of MOM of MRC-S&GPS

APPROVED:INTERPLANT MATERIAL RATIONALISATION
COMMITTEE – MRC(S&GPS)

Rev No.09

Amd No.

Reaffirmed

Prepared
HEEP, HaridwarIssued
Corp.R&DDt. of 1st Issue
April 1979

Dt:30-09-2020

Dt:

Year:

13/11/20

cs-936

AA10740

Rev No. 09

PAGE 2 of 2

CORPORATE PURCHASING SPECIFICATION**7 PACKING AND MARKING:**

Sheets shall be supplied in bundles or in packages each weighing up to a maximum of 3000kg. Plates shall be suitably packed to prevent damage during transit.

For plates below 25mm thick, each pile (preferably of 16 plates) shall be marked with suppliers identification mark, 'AA10740 / Material, melt No., BHEL order No., on the top plate.

Each plate of 25mm thickness and above shall be stamped/painted with the suppliers identification mark, 'AA10740 / Material Grad, melt No., BHEL order No., on the top plate.

FOR INFORMATION ONLY

(ACTUAL VALUE TO BE TAKEN FOR IS/ASTM/EN AS APPLICABLE)

CHEMICAL COMPOSITION

C	Si	Mn	Ni	Cr	S	P	Ti	N
≤ 0.08	≤ 0.75	≤ 2.0	9.0-12.0	17.0-19.0	≤ 0.030	≤ 0.045	5(C+N)-0.70,max	0.10

MECHANICAL PROPERTIES

Hardness Max		0.2% PS min N/mm ²	UTS min N/mm ²	% El min
BHN	HRB			
217	95	205	515	40

CS-938-13/11/20

QUALITY PLAN
(QA/PMD/001 Rev 00)

MANUFACTURER'S NAME AND ADDRESS				QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	AS PER PO		QP NO.	QA/PMD/001									
				REV	00										
		DRG. NO.	AS PER PO												
		SPEC.	AS PER PO												
		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	M	B	N	11		

IN CASE OF PROCUREMENT OF PLATES, PIPES, FLATS, ROUNDS (CS), BARS (CS), STRIPS ETC. IS PROCURED DIRECTLY FROM OEM.													
1.	1A	RECEIVING MATERIAL INSPECTION	IDENTIFICATION & VERIFICATION OF MILL TEST CERTIFICATES	CRITICAL	VERIFICATION OF MILL TC	100%	BHEL SPEC	BHEL SPEC	MILL TC / IR	✓	P	V	1. CO-RELATED ORIGINAL OR CO-RELATED COMPUTER GENERATED MATERIAL TEST CERTIFICATE (MTC), ORIGINATED FROM OEM (SEALED AND SIGNED BY OEM) 2. EVERY PLATES, PIPES, FLATS, ROUNDS, BARS, STRIPS ETC. MUST HAVE IDENTIFICATION MARKING OF STEEL MANUFACTURER AS PER APPLICABLE SPECIFICATION/ STANDARD. 3) CO-RELATION WITH TC ALONG WITH CORRELATED INVOICE TO BE PROVIDED WITH SUPPLY OF THE ITEMS.

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


Digitally signed by Indra Bhushan Kumar
DN: cn=Indra Bhushan Kumar, o=BHEL,
c=IN
Date: 2024.11.27 14:58:57 +05'30'
Adobe Acrobat Reader version:
2024.004.20272

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

2. IN CASE OF PROCUREMENT OF PLATES, PIPES, FLATS, ROUNDS, BARS, STRIPS ETC. IS PROCURED FROM TRADER/STOCKIST.													
2A	RECEIVING MATERIAL INSPECTION	IDENTIFICATION & VERIFICATION OF MILL TEST CERTIFICATES	CRITICAL	VERIFICATION OF MILL TC	100%	BHEL SPEC	BHEL SPEC	MILL TC / IR	✓	P	V	1. CO-RELATED ORIGINAL OR CO-RELATED COMPUTER GENERATED MATERIAL TEST CERTIFICATE (MTC). ORIGINATED FROM OEM (SEALED AND SIGNED BY OEM) 2. MILL TC (AS PER BHEL ORDERING DOCUMENTS) SHALL BE FROM MANUFACTURER IDENTIFIED IN PO 3. EVERY PLATES, PIPES, FLATS, ROUNDS, BARS, STRIPS ETC. MUST HAVE IDENTIFICATION MARKING OF STEEL MANUFACTURER AS PER APPLICABLE SPECIFICATION/ STANDARD. 4) CO-RELATION WITH TC ALONG WITH CORRELATED INVOICES (FROM STEEL MANUFACTURER TO BIDDER) TO BE PROVIDED WITH SUPPLY OF THE ITEMS.	
2B	For Pipes only	SAMPLE FOR CHEMICAL AND MECHANICAL TEST	MAJOR	VISUAL	AS PER ORDERING SPECIFICATION ON	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	REPORT	✓	P	W	-	
2C	For Pipes only	REPEAT TEST CHEMICAL COMPOSITION AND MECHANICAL PROPERTIES	MAJOR	VISUAL AND MEASUREMENT	AS PER ORDERING SPECIFICATION ON	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	REPORT	✓	P	W	-	TESTING TO BE DONE IN NABL APPROVED LABORATORY ONLY.

NOTE: 1) TPIA TO REVIEW ALL THE REMAINING TCs AS PER ORDERING TCs AS PER ORDERING DRAWING / SPEC / DOCUMENTS (AS APPLICABLE).

[Signature]

MANUFACTURER/SUBCONTRACTOR	LEGEND:		FOR CUSTOMER USE	APPROVED BY
	! RECORDS IDENTIFIED WITH 'TICK' UNDER COLUMN 'D' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR/VENDOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / BHEL NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHIP' OF CUSTOMER			
Digitally Signed by Indra Bhushan Kumar DN: cn=Indra Bhushan Kumar, o=BHEL, ou=HEEP Hardwar, ou=BHEL/HEEP Hardwar, email=ibkumar@bhel.in, c=IN Date: 2024.11.27 14:59:16 +05:30 Reason version: 204.004.20272				

Integrity Pact

(Duly filled & signed copy to be submitted with offer)

ANNEXURE – 8**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
 (Tender Ref./Gem Bid No./Enquiry No.: - - - - -)
 - - - - -). 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 Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

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

- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through

which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

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

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission,

in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

PPX-F, BHEL HEEP Haridwar

For & On behalf of the Principal

(Office Seal)

Place-- HARIDWAR

Date-- 18-12-2024

Witness: _____

(Name & Address) _____

(Signature)
Braveen K. Singh, Dy. Mgr. (PPX-F)

(Signature)
18-12-2024
Natra Pal Singh, DGM (PPX & AIX-F)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness: _____

(Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

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

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

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

Note:

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

Details of contact person(s):

(1)
Name: Praveen Kumar Singh
Deptt: PPX-F
Address: BHEL HEEP Haridwar
Phone: (Landline/ Mobile)
01334284144
Email: pk-singh@bhel.in
Fax: _____

(2)
Name: Pankaj Yadav
Deptt: PPX-F
Address: BHEL HEEP Haridwar
Phone: (Landline/ Mobile)
01334281032
Email: pankaj.yadav@bhel.in
Fax: _____

Certificate of No Deviation

CERTIFICATE OF NO DEVIATION

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No:
2) All other pertinent issues till date

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

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

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

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

Thanking you,

Yours faithfully,

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

Date:

Place: