

ANNEXURE-A

ENQUIRY CONDITIONS FOR SUPPLY OF CLAD PLATES TO SPECN ASTM A265

Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical Bid.

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

Sl No	BHEL Requirements	Supplier Comments (Acceptance or otherwise for each point to be given)															
1.	<p>Material specification: C-276 (UNS N 10276) CLADDED PLATES TO SPECIFICATION ASTM A265(BASE PLATE OF CARBON STEEL - ASTM A36/IS2062 E250GR.BR + CLAD MATERIAL OF UNS N10276 AS PER ASTM B575)</p>																
	a. Supply shall be strictly confirming to the TDC 211/Rev.01 for Cladded plates to the specn ASTM A265. Pls confirm.	a.															
	b. In case of deviation, pls mention the specific clause no of TDC (Technical delivery conditions) and the specific deviation against it. Pls avoid mentioning any additional points other than what is required as per the TDC. For deviations separate sheet may also be attached.	b.															
	c. Inspection and certification shall be as per TDC 211/Rev.01 for Cladded plates to the specn ASTM A265	c.															
	d. Material shall be supplied in trimmed edge condition. Pls confirm	d.															
2.	<p>Material Description : Size & Quantity:</p> <table border="1"> <thead> <tr> <th align="center">Sl. No</th> <th align="center">Description</th> <th align="center">Nos</th> <th align="center">Qty (MT)</th> <th></th> </tr> </thead> <tbody> <tr> <td align="center">1.</td> <td>C276 CLAD PL 9 X2400X6000 MM (CS 7MM+C276 2MM)</td> <td align="center">191</td> <td align="center">199.927</td> <td align="center">a)</td> </tr> <tr> <td align="center">2.</td> <td>C276 CLAD PL 9 X1800X6000 MM (CS 7MM+C276 2MM)</td> <td align="center">127</td> <td align="center">99.702</td> <td></td> </tr> </tbody> </table> <p>Note: Deviation in width & Length of plate from what is specified in tender is not acceptable.</p>	Sl. No	Description	Nos	Qty (MT)		1.	C276 CLAD PL 9 X2400X6000 MM (CS 7MM+C276 2MM)	191	199.927	a)	2.	C276 CLAD PL 9 X1800X6000 MM (CS 7MM+C276 2MM)	127	99.702		
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	a. Quantity tolerance: Nil. Supply of No of pieces ordered to be ensured.	b)															
	<p>b. Tender evaluation:</p> <ol style="list-style-type: none"> Tender shall be evaluated on individual item basis. Supplier shall confirm for part item ordering. Offers will be considered for price bid opening subject to the fulfilment of PQR requirement, techno-commercial suitability and approval of vendor firm by BHEL and our End customer. 	<ol style="list-style-type: none"> 															
	<p>Note: However, BHEL reserves the right to change the evaluation criteria either in part or full (i.e., combining few or all items), at its discretion after part I bid opening, if need arises. Such changes will be communicated to all techno-commercially suitable offers/ suppliers and impact price shall be obtained if required.</p>																
	c. No of pieces shall be indicated in invoice/TC.	c)															
	d. Invoicing for cladded plate to the specn ASTM A265 and Sheet/Plate to the specn B575 UNS-N10276 shall be on theoretical weight basis only with density factor of 7.85 gm/cc for CS Plate and 8.870 gm/cc for B575 UNS-N10276 sheet . Supplier shall quote only on theoretical weight basis and deviation not acceptable.	d)															
3.	<p>Delivery Terms:</p> <p>The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order/LC. Our delivery requirement is within 60 days from the date of PO/LC. Offers with delivery period more than 60 days/ 2 Months will be liable for rejection. Hence suppliers shall take note of the same and confirm the delivery schedule specifically.</p>																
4.	<p>Pre-qualifying requirement:</p> <p>In addition to the TDC requirements, suppliers shall meet the Pre-Qualification Requirements (Pre-Qualification requirements (PQR) for the Procurement of CS Plates cladded with C276 sheets dt 20.04.2021–for the above</p>																

	procurement enclosed herewith. Pls submit all the required documents in line with the respective PQR. The offers of the suppliers who fail to do so will be liable for rejection	
5.	In case of foreign suppliers representing through their Indian/foreign agents, agency agreement shall be submitted along with the Part-I bid itself else offer will be liable for rejection. This is apart from Pre-qualifying requirements as mentioned in Clause-4 .	
6.	Offer Submission:	
	6.1 Indigenous:	
	1. Submit your FIRM competitive offer rate per MT (basic price & freight) with best possible delivery on FOR BHEL-Trichy basis ONLY. The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.).	
	2. Price Variation Clause (PVC) is not acceptable and offer with PVC shall be rejected.	
	3. Response to Tenders from Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. Indicate the GST registration number. If any specific exemption under GST Law is available, a declaration to that effect with due supporting documents need to be furnished for considering the offer.	
	4. Supplier shall mention their GSTN registration number in all their invoices (incl. Credit notes, debit notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.	
	5. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
	6. Invoices will be processed only upon completion of statutory requirement and further subject to following: a) Vendor declaring such invoice in Form GST ANX-1 b) Receipt of Goods or Services and Tax invoice by BHEL	
	7. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2)	
	8. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.	
	9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month notified by BHEL.	

<p>10. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.</p>	
<p>11. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</p>	
<p>12. The offer will be evaluated on total landed cost to BHEL, Trichy as below, Total landed cost = FOR Trichy + applicable taxes + commercial loading as applicable - applicable tax credits.</p>	
<p>Note:</p> <p>a. Transit insurance in the scope of supplier only.</p> <p>b. In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor.</p> <p>c. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.</p> <p>d. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.</p> <p>e. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.</p> <p>f. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</p>	
<p>7.2 Imports:</p>	
<p>a. Suppliers to quote their rates on CFR-Chennai basis only. The quote should be inclusive of all charges, including testing packing, inspection etc. Ocean freight (LILO basis) for CFR, Chennai shall also be quoted separately. BHEL will finalize order on either FOB or CFR basis keeping its commercial interest.</p>	<p>a.</p>
<p>b. Shipment shall be through container or Break Bulk vessel, depending on the earliest vessel availability. Accordingly supplier shall quote the freight charges on LILO (LINER IN LINER OUT) basis with options for Container/ Break bulk to ensure the earliest possible shipment.</p>	<p>b.</p>
<p>c. For shipment through container, acceptance to the following points are required.</p> <p>i. B/L should bear the endorsement that "14 free days for Container Detention is applicable". Pls refer to note below also</p> <p>ii. For CFR terms, moved through Containers (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port.</p>	<p>c.</p>

Note:

14 Free days for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice.

d. Price Variation Clause is not acceptable and offer with PVC shall be rejected | d.

e. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

f. The offer will be evaluated on **total landed cost** to BHEL-Trichy as below:

Total landed cost = CFR Chennai + Customs duty as applicable + Import Incidentals (presently 1.415% of CFR Value) + Commercial loading as applicable - applicable tax credits.

Note:

1. For Import Consignments Insurance will be arranged by BHEL, Trichy.
2. Exchange rate for converting such offers to INR will as SBI TT selling rate as on the date of Technical/Un-priced bid opening date in case of two part (technical + price bid) bid and price bid opening date in case of single part bid (only price bid). Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. In case the day of bid opening happens to be bank holiday in India, then exchange rate as on previous bank working day will be considered for evaluation.
3. Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty.
4. Indian Customs imposes a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. At present penalty is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). Hence the supplier shall submit the Non-Negotiable Documents (Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, etc.) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.
5. In case of any penalty due to late filing of Bill of entry for reasons attributable to suppliers (as listed below), the same will be recovered from the bills of supplier:
 - i. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival
 - ii. Discrepancy in documents
 - iii. Short landing of Consignments (For shipments on CFR- Chennai Port)
6. For all the shipments for the contracts (POs) finalized on CFR- Chennai Port basis,
 - a. Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. To avoid any delay, BHEL prefers Single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.
 - b. The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Supplier's bills.
 - c. Apart from the Terminal Handling Charges, Container cleaning Charges & Delivery Order Charges at final port of discharge, any other charges will not be borne by BHEL.
 - d. The liner/freight forwarders shall be informed by the Vendor not to claim any additional charges (like charges listed below) for issuing Delivery Order. In case if the liner/freight forwarder claims such charges, the same amount will be deducted from the Vendor bills with/without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden charges are listed below.

1. CIC - Container Imbalance Charges/Surcharges
2. CAF - Container/Currency Adjustment Factor
3. RDS - Rupee Depreciation Surcharge

4. EIC - Equipment Imbalance Charge/Surcharges
5. BAF - Bunker Adjustment Factor
6. CDS - Currency Depreciation Surcharge

7.	Payment terms:	
	7.1 Import	
	a) BHEL Payment term is 100% payment on CAD basis after 90 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	a)
	b) In case of LC, Usance LC with 120 days from the date of receipt of documents, specified in PO, at BHEL bank.	b)
	c) If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection.	c)
	d) Quoted currency to be indicated	d)
	e) Any deviation to the above payment term will attract loading as mentioned below, MCLR rate of SBI p.a. + 6% (as applicable on the date of bid opening. Techno-Commercial bid opening in case of Two Part bids) shall be considered for loading for the period of relaxation sought by bidder's subject to competent authority approval. Offers with payment terms as advance payment & LC at Sight will be rejected.	e)
<i>Note: LC will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension applicable charges will be to supplier account. Extension of LC validity will not be entertained and dispatches beyond LC validity shall be on collection basis only.</i>		
	7.2 Indigenous	
	a) Payment term is 100% direct EFT payment after 90 days from the date of receipt and acceptance of materials.	a)
	b) Any deviation to the above payment term will attract loading as mentioned below, MCLR rate of SBI p.a. + 6% (as applicable on the date of bid opening. Techno-Commercial bid opening in case of Two Part bids) shall be considered for loading for the period of relaxation sought by bidder's subject to competent authority approval. Offers with payment terms as advance payment & LC at Sight will be rejected..	b)
8.	Acceptance of materials supplied:	
	<ol style="list-style-type: none"> 1. The supply shall strictly as per the specifications in the tender /purchase order. 2. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. 3. Acceptance of the materials supplied will be based on the inspection and certification documents by the supplier as stipulated in the Purchase order. However, BHEL reserves the right to test the material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier. 4. The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e-mail within 120 days from the delivery of items or delivery of the required test certificates /other documents whichever is later. 5. In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within 60 days of communication of rejection to the supplier. The supplier shall be given maximum two opportunities to replace the rejected items. 6. After the clearance of the 1st lot, in case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within 90 days of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: http://www.bhel.com/vender_registration/vender.php. would be taken against such supplier. 	

10.	Liquidated Damages (both imports & indigenous)	
	<p>a) Time is the essence of the contract.</p> <p>b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.</p> <p>c) In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages - LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions.</p> <p>d) Liquidated damages shall be 0.5% of the undelivered portion/value per week or part thereof subject to a maximum of 25% of the total order.</p>	
	NOTE: Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).	
	<p>For Imports: CFR order- LD will be reckoned from B/L date</p> <p>For Info. : Indigenous: FOR order - LD will be reckoned from the date of receipt of vehicle at BHEL/stores.</p>	
11.	For Imports: Port of discharge shall be Chennai Sea Port. Pls confirm specifically	
12.	For Imports: Indicate the Port of shipment	
13.	For Imports: Indicate the Mill (Name, Location) & Country of origin	
14.	Offer validity of 90 days from Part-I bid opening date is required. Pls confirm	
15.	Cartel Formation	
	All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	
16.	<p>One Indian agent can represent one foreign principal only and submit one offer for these tender items.</p> <p>Note: In order to maintain sanctity of the tender system it is mandatory that one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. If any agent represents more than one supplier, all such offers will be rejected.</p>	
17.	Agency Commission :	
	<p>a) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice & shall be declared in techno-commercial offer itself and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract.</p> <p>b) For calculation of rupee equivalent for agency commission, exchange rate as prevailing on the date of order will be taken.</p>	
18.	Corresponding mill TC's should also be provided along with dispatch of plates. Two sets of original copy of all such TC's are to be provided to BHEL, Trichy.	
19.	Agency commission, if any should be clearly given in the offer (% on FOB / CFR Chennai inclusive).	
20.	Service charges, commission charges and any other incidentals will NOT be paid extra.	
21.	Fraud Prevention Policy	
	Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
22.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract	

23.	Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be entertained after the tenders are opened.	
24.	The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation.	
25.	Offer is to be submitted in two part bids system in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal	
26.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
27.	Conditions for transportation: In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
28.	Documents required for Import suppliers on dispatch of material.	
	a. Bill of Lading.	
	b. Invoice, should show the description of the goods and the unit rate of each item as in the purchase contract. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated. HSN code to be indicated for each item.	
	c. Packing list must indicate case identification, case dimension, and case contents, no of bundles, gross and net weight.	
	d. Country of origin Certificate. HSN code to be indicated for each item.	
	e. Mill test certificate.	
	f. As per extant provisions of Income Tax Act,1962 in India, foreign suppliers have to submit the following documents to avail benefits under DTAA at time of each dispatches, failing which TDS will be applicable considering Business Income in India. (Current TDS rate @ 40% as per the extant law provisions) plus applicable surcharge and cess is to be deducted u/s. 195 of I.T Tax Act. 1. Valid Tax Residency Certificate issued by Govt / Tax agency of country. 2. Form 10F duly filed signed. 3. No PE and No Business connection declaration in mills letter head. 4. Declaration of No Significant Economic Presence (SEP) in India as per Indian I.T Rule 11UD & indemnity to pay taxes at later stages on demand. 5. Self-declaration that Non-resident is eligible to obtain benefits of relevant DTAA between India and Supplier's country.	
	All the above documents should be submitted in triplicate & in all documents Contract No., L.C. No. and Import License No. are to be indicated.	
29.	Documents required for Indigenous suppliers on dispatch of material.	
	1. DFT copy invoice. LR & original TC (Invoice no. & vehicle reference to be mentioned) to be sent along with each vehicle. Without T.C. Vehicle/wagon	

	will not be unloaded. One set of photocopy of all the said documents to be sent along with vehicle. Invoice should mention the no of pieces/bundles.	
	2. One set of MTC, Original invoice (Plus one copy), LR copy shall be sent to MM/Purchase for bill processing.	
30.	Breach of contract, Remedies and Termination	
	<p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <ol style="list-style-type: none"> 1. from dues available in the form of Bills payable to defaulted supplier against the same contract. 2. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit 3. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.</p>	
31.	In the event of Force Majeure:	
	a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.	a.
	b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	b.
	c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.	c.
	d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.	d.

32.	Authorisation for participation in EPS portal through DSC	
	a. E-Tender Participation requirements	
	Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to pls go through the FAQ available in the web portal (https://eprocbhel.co.in). DSC shall be registered for the authorised person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.	
	b. For foreign Principal	
	In case of Principal (being foreigner) they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/ .	
	For Indian agent	
	In case of agents participating/registering their DSC (of authorised person), it will be at the sole authorisation of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.	
	DSC Authorisation	
	Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders.	
33.	Role of Agents:	
	a. BHEL will deal directly with manufacturers only. Offers from Traders & Stockist will not be considered.	
	b. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.	
	c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.	
	d. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.	
34.	Execution of the Order	
	a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.	
	b. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.	
	c. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.	

35.	Reverse Auction	
	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. 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.	
36.	Evaluation of offer	
	a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.	
	b. Offers with pre-conditions (like conditional discounts) for price are not acceptable. In case, if any bidders quote with such conditions, opportunity will be given to the bidder to withdraw the pre-conditions and on acceptance of the same, only the base offer of the bidder would be considered for evaluation and comparison. If suppliers regrets to withdraw such conditional offer, then, offer will be rejected.	
	c. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order.	
	d. In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly, BHEL's decision in such situations shall be final and binding.	
	e. In the event of any change in scope / quantity arising out of the discussions, bidders would be given a chance to submit their revised offer / Impact bids as the case may be. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.	
37.	General terms	
	1. Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.	
	2. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.	
	3. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.	
	4. Supplier shall mention the HSN code for each item quoted by them in the offer.	

5. Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.	
6. Any clarification regarding tender shall be done before Part – I due date itself through EPS portal alone and in case of immediate non-availability of DSC, clarifications can be sought through the following mail id <u>sudheer@bhel.in</u> & <u>mrsamy@bhel.in</u> . The above mail id's are provided for initial clarification purpose only and no further correspondences shall be entertained through these mail ids.	
7. Unloading of the materials is in the scope of BHEL. However, Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only.	
8. Applicable INCO term for this tender is INCOTERMS 2010	
9. Foreign suppliers has to submit the Non-Negotiable Document to bank/directly to BHEL as per the relevant payment term, well before the shipment reaches the port or else the demurrage and detention charges due to the delay in submission by supplier will be deducted from suppliers invoice.	
10. The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. In case of dispatch through sea, materials shall be shipped in Sea worthy packing condition. Packing charges will be to supplier's account.	
11. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.	
12. In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.	
13. BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive.	
14. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.	
15. Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.	
16. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, https://eprocurebhel.co.in	
17. Set-off Clause: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit furnished by the supplier under this Contract or any other contract	
18. The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).	
19. In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.	

	20. Indigenous suppliers should submit the prices in Indian Rupees only. Import suppliers may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.	
	21. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.	
	22. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
	23. Duty benefits for Import Vendors	
	a. In case CEPA or any other agreement/treaty between respective Governments/Countries exists for the enquired Items/tender, which entails concessional custom duty or any other benefits for importing the same in India, supplier shall declare/ mention it in their offer. Pls confirm whether any such concessional duty for importing in India is applicable or not.	
	b. For such cases, pls mention the Concessional Customs Duty (% of Basic custom duty) for the offered item/s. Pls mention in percentage only.	
	c. Documentary proof for the applicable Concessional Customs Duty (e.g. CEPA or other agreement) shall be submitted along with the Part-1 bid.	
	d. Relevant documents to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents. Confirm your acceptance.	
	e. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.	
<i>Note: Evaluation of the Price bids will be based on the above details. Unless specifically mentioned/furnished by the supplier in the offer document, Customs Duty benefit may not be applied for evaluation purposes.</i>		
38.	Preference to Make in India:	
	For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier /Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective 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.	
39.	<u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u>	
	<p>(Subject to participating MSE vendors meeting the tender requirements of BHEL)</p> <p>a) As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration No. along with Udyam registration certificate. MSE suppliers can avail the intended benefits only if they submit Udyam registration certificate along with the offer.</p> <p>b) 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE vendor within the "L1+15% price band", the supply shall be shared proportionately.</p> <p>c) In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier.</p> <p>d) Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%.</p> <p>e) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.</p> <p>f) If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.</p>	

- g) Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.
- h) In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.
- i) MSE suppliers can avail the intended benefits by submission of documents as per the latest notification of Ministry of Micro, Small and Medium Enterprises. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

40. **INTEGRITY PACT:** Signed Integrity pact (IP) should be furnished along with offer. IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP should be enclosed. This tender will be monitored by Independent external monitor (IEM). For information only.

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.

Sl.No	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

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.

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):

Name	Ramesh Kumar P.K	Sudheer. A
Dept	SDGM/MM/Raw materials	Dy.Manager/ MM/Steel
Address	Bldg No:24, BHEL Trichy	Bldg No:24, BHEL Trichy
Phone	0431 -2577701/ 9442233579	0431 -2576186/ 7598195371
E-Mail	pkramesh@bhel.in	sudheer@bhel.in

41. **Intellectual Property Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

42. **Resolution of Disputes**

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

Notes:

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Terms and conditions.

The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

This contract shall be governed, construed and interpreted in accordance with the laws of India.

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

43. **Conflict of Interest among Bidders/ Agents**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/financial stake from any of them, or
- c. they have the same legal/representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, that puts them in a

	<p><u>position to have access to information about or influence on. the bid of another Bidder,' or</u></p> <p>e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid;</u> or</p> <p>f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> 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 <p>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</p> <p>h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>						
44.	<p>Suspension of Business Dealings with Suppliers/ Contractors</p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof:</p> <p>1. Commitment by BHEL</p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.</p> <p>2. Commitment by Bidder/ Supplier/ Contractor</p> <table border="1" data-bbox="103 1064 1541 1489"> <tr> <td data-bbox="103 1064 151 1220">a</td> <td data-bbox="151 1064 1541 1220">The bidder/ supplier/ contractor commit 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.</td> </tr> <tr> <td data-bbox="103 1220 151 1377">b</td> <td data-bbox="151 1220 1541 1377">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.</td> </tr> <tr> <td data-bbox="103 1377 151 1489">c</td> <td data-bbox="151 1377 1541 1489">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.</td> </tr> </table> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India or does anything which is actionable under the Guidelines for Suspension of Business dealings, , then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</p>	a	The bidder/ supplier/ contractor commit 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.	b	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.	c	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.
a	The bidder/ supplier/ contractor commit 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.						
b	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.						
c	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.						
45.	<p>In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender/ PO at any stage of execution.</p>						
46.	<p>Caution:</p> <p>➤ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a</p>						

request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.

► The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.

47. Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID).The bidder shall submit his response through bid submission to the tender on e-procurement platform at <https://eprocurebhel.co.in/> within 14:00 Hrs of the due date of this tender. The bidder would be required to register on the e-procurement market place <https://eprocurebhel.co.in/> and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.

On behalf of BHEL



SUDNEER APPIKUDYOGARI
Dy. Manager / Purchases / Steel
Materials Department
Bharat Heavy Electricals Limited
Trichirappalli, Tamil Nadu - 620 014

To be filled & Signed by Original

Manufacturer/Mill

Name of the mill / Principal:

Signature:

(Affix Seal)

(All conditions were read & clearly understood and agreed in totality with the mentioned deviations only)

Offer submission check list

Sl. No	List of Documents to be submitted along with offer	√ (Enclosed with offer)	X (Not enclosed)	Not applicable
1.	Product catalogue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Point wise confirmation to PQR (Prequalifying requirements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Details of In-House manufacturing facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	list of testing equipments & instruments with Calibration details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Certification of Labs as per ISO 17025, if available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	ISO 9001 certification / Quality management system / Written down procedure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Proof of supply (Unpriced PO copies / Mill Test Certificates / Invoice / Bill of lading copy) covering minimum and maximum sizes of the quoted specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Audited copies of annual report for last three years for Indigenous suppliers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	GST Certificate Indigenous supplier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Latest report from any reputed third party business rating agency like D&B / Credit reform for Import suppliers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Agency agreement (in case of Foreign or Indian agents).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Incorporation certificate or IT returns of Indian Agent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Tax certificates for Indigenous supplier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Integrity pact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Pre-Qualification requirements (PQR) for the procurement of CS Plates cladded with C276 Sheets as follows

A :Organizational Capability:

1. Manufacturers having Mills with Plate rolling / Explosion Bonding facilities are only eligible to participate. Offer from traders, fabricators, re-rollers and stockists are not acceptable and will not be considered for evaluation. Vendor to indicate the nature of the Firm. Product catalogue shall be submitted.
2. Suppliers without basic manufacturing facilities in-house, shall not be considered for evaluation. In house facilities for Heat treatment is mandatory requirements for consideration of the offer. Details of the mill with list of manufacturing facilities and List of testing equipment's & Instruments to be submitted.
3. If the supplier is not having steel making facility, then source of raw material for CS Plates and C276 Sheets shall be indicated. If the supplier is dependent on more than one source for steel making, all the sources should be indicated; and the supplies should be restricted to the indicated list of raw material suppliers. For the submitted raw material sources, the supplier shall confirm that the raw material test certificate/s will be furnished along with product test certificate/s.
4. Chemical and Mechanical testing shall be done in house or at Labs certified as per ISO 17025.
5. Suppliers shall submit a valid ISO 9001 certificate or Quality management system certificate or Written down procedure.
6. BHEL reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection.
7. BHEL reserves the right to inspect the first lot of materials at vendor's works for giving clearance before bulk production.

B : Technical Competence:

Confirmation to the tendered specifications and TDC are mandatory for consideration of Offer and signed TDC shall be submitted.

C : Past Experience / Performance:

1. Suppliers shall indicate their annual installed capacity for the tendered specifications & it shall be more than the tendered quantity.
2. Suppliers shall have supplied Cladded Plates to the tendered specifications. Details of supplies made in recent past detailing the quantity, Specification, size & customer details, year wise along with the unpriced PO copies, proof of supply (such as invoice / bill of lading copies and test certificates) for covering minimum and maximum sizes of the tendered specifications shall be submitted.

BHEL-TRICHY

MM/RM/PURCHASE/STEEL

REF: MM: PUR: CS PLATES CLADDED WITH C276 Sheets

DT : 20.04.2021

Pre-Qualification requirements (PQR) for the procurement of CS Plates cladded with C276 Sheets as follows

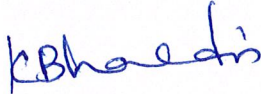
If credential is not available for any tendered specific size, then specific declaration shall be submitted by mill stating the capacity to produce that quoted size/s.

D : Financial Soundness:

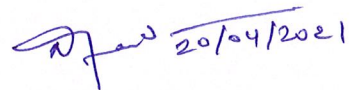
1. Indigenous suppliers shall submit Audited copies of annual reports/complete set of annual accounts for the last three years (or from date of incorporation whichever is less) and GST certificate.
2. Import suppliers shall submit latest report from reputed third party business rating agency like D&B /Credit reform.

Necessary supporting documents shall be submitted for meeting each of the above Pre-Qualification Criteria for evaluation of the offers.

BHEL reserves the right to consider/Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.



K. BHUVANADEVI
Manager
MM / RM / Material Planning
BHEL, TRICHY - 620 014.



N. NAGAMUTHU PANDIAN
Manager
Quality Assurance
BHEL, TRICHY - 620 014

BHEL, Tiruchirappalli – 620014.	Quality Assurance	Technical Delivery Conditions
Product: UNS N 10276 CLADDED CARBON STEEL PLATES TO SPECIFICATION ASTM A265 FOR FGD		
Document No.: TDC:0:211	Rev. No.: 01	Effective date: 12/07/2021 Page 1 of 4

Record of Revision:

Rev 00 dt 03/04/2021 – Fresh issue

Rev 01 dt 12/07/2021 – Clause 3.1 added. Cl 6, 11 modified.

1. SCOPE

This TDC specifies the additional requirements for the delivery of UNS N10276 as per ASTM B575 cladded on one side of carbon steel plates Class 1 conforming to ASTM A265-12 and to the latest edition.

2. MATERIAL SPECIFICATION

ASTM : ASTM A265-12 latest edition (UNS N10276 as per ASTM B575 Cladded Carbon Steel plate as per ASTM A36 / IS 2062 E 250 Gr. BR)

Additional Requirement : As listed below (supplementary to Specification)

Size and Qty : As per Purchase order (PO)

3. CHEMICAL COMPOSITION & PROCESS

Cladding Metal: UNS N10276 as per ASTM B575

Base Plate: Carbon steel as per ASTM A36 / IS 2062 E 250 Gr. BR

- 3.1. *The Cladding and Base Plate shall conform to the chemical and process requirements of respective specifications.*
- 3.2. The method of bonding of cladding metal to base plate shall be Explosion bonding or Hot rolling or combination of both to achieve the required quality as per ASTM A265-12.
- 3.3. **In the cladded plate, joint is not permitted for width up to 1.2 metre in both base plate and cladding metal sheet. If width of cladded plate is greater than 1.2 metre, there shall not be more than one number of joints in cladding metal sheet before cladding and no joint in Carbon steel base plate.** 100% Radiographic testing of all such joints shall be done by vendor as per ASME, Sec. VIII, Div.1, UW-51. Weld seam location and orientation shall be provided by manufacturer before cladding.

4. DIMENSIONAL TEST

The plates shall be supplied to the dimensions specified in the enquiry/PO.

Enquiry/PO shall state the following

- i. Length and width of plate.
- ii. Base metal thickness
- iii. Clad metal thickness

The following dimensional tolerances shall apply

a.	Thickness	As per Enquiry/ PO
b.	Cladded plate thickness	Composite thickness should not be less than the specified thickness. (+) 2 mm (or) (+) 10% of composite thickness (whichever is greater), (-) 0 mm
c.	Clad Metal thickness	Thickness should not be less than the specified thickness. Over tolerance on clad metal thickness shall be as per clad metal specification. Thickness of clad metal in C276 cladded plate shall be measured as per ASTM E 376 or any other equivalent ASTM/ASME/ISO/EN/DIN standard. For the purpose of measurement, the C 276 cladded plate shall be divided into 4 equidistant grid lines (perpendicular to longitudinal axis) and 3 equidistant grid lines (parallel to longitudinal axis). Thickness of clad metal in C 276 cladded plate shall be measured at the intersection points of above referred grid lines.
d.	Base metal thickness	Tolerance on thickness shall be as per Base plate specification and should fulfil SI No b. specified above
e.	Length	(+)10 mm, (-) 0 mm
f.	Width	(+)10 mm, (-) 0 mm
g.	Flatness	5mm/m and 8mm/2m (max) [throughout the surface]
h.	Edges	Edges shall be smooth trimmed edge. Burrs shall be removed. Edges should be uniform and free from any defects or undulations.

5. HEAT TREATMENT (HT)

- 5.1. The plates shall be supplied in heat- treated condition
- 5.2. Cladded plates shall be stress relieved by Heat treatment (as per supplier's procedure) and heat treatment chart / report shall be submitted.

6. MECHANICAL & NON DESTRUCTIVE TEST

Test samples *for the cladded plates* shall be selected and prepared as per ASTM A265. Number of tests and re-tests shall be carried out as per ASTM A265.

a.	Tensile test	The tensile test to be conducted as per Clause 7.1 of ASTM A265 with acceptance norms specified therein.
b.	Ductility	Two bend tests for ductility of cladded plate shall be done, one with the cladding metal in compression and other with the cladding metal in tension. Specimen preparation and procedure for ductility bend test shall be as per ASTM E290 with bend angle and diameter as per Bend test. The convex surface of specimen shall withstand bending without cracking. Any cracks within one thickness of the edge of the specimen are not considered a bend test failure. Cracks occurring in the corners of the bent portion shall not be considered significant.
	c. Bond Strength	
	c.1. Shear strength test	The shear strength test shall be carried out as per clause 7.2.1 of ASTM A265. The shear strength of the cladded plate shall not be less than 140 MPa.
c.	c.2. Bend test	Three bend tests shall be made with the cladding metal in compression to determine the quality of the bond. These bend tests shall be made in the manner of the tension tests indicated in Fig.2 of ASTM A265 and shall be bent through an angle of 180° to the bend diameters provided in either ASTM A6/A6M or specification ASTM A20/A20M. At least two of the three tests shall show not more than 50% separation on both edges of the bent portion.
d.	Ultrasonic test	The cladded plate shall be examined ultrasonically as per ASTM A578/A578 M, with Quality Level Class 1 (ASTM A265).
e.	Corrosion Test	Corrosion test of clad metal (UNS N10276 sheet) as per ASTM G48 Method A (No. of test samples shall be as per Enquiry / P.O, based on project specific requirements)

7. REPAIRS AND FINISH

- 7.1. The material shall be clean, smooth, sound and free from injurious defects.
- 7.2. Any repair work on the cladded plate is not allowed as such.

8. INSPECTION AT SUPPLIER'S WORKS

BHEL's representative shall have free access at all times until work on contract of BHEL is being performed, to all parts of the manufacturer's works. The supplier shall offer BHEL's representative all reasonable facilities without any financial implication to satisfy the latter that the material is being furnished in accordance with this specification.

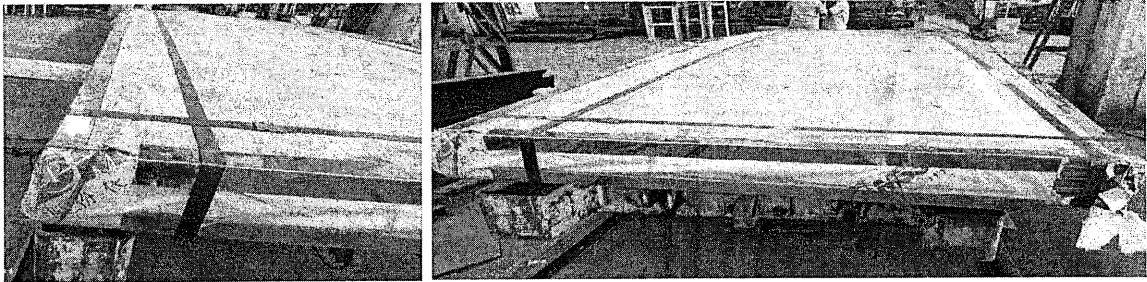
9. PACKING AND MARKING

- 9.1. The material shall be separated by size and prepared for shipment in such a manner as to ensure acceptance by common carrier transportation and to afford protection from the normal hazards of transportation by sea. Packing shall be of sea worthy packing.

Each package shall be suitably marked with the following details. A metal label shall be securely attached to each package and shall bear the following information:

1. C 276 cladded Carbon steel plates
 2. BHEL Purchase Order Number
 3. Consignment and Identification No.
 4. Size, number and Weight
 5. Supplier's Name
- 9.2. Identification details like Purchase Order Number, Plate Unique Identification Number, Base metal heat Number, Cladding metal heat number, Material specification, Size of the plate, weight, Supplier Name, etc. shall be stencilled on all the plates.
- 9.3. The bundle / crate shall be rigid enough to withstand the packed weight.
- 9.4. Vendor has to provide corner angle (suitable metal strips) on all sides to avoid damages to the edges during transit and handling

Sample Image of packing: (for reference only)



- 9.5. **Painting-** Non-cladded portion of Carbon steel base plate shall be coated with one coat of Inorganic Zinc silicate primer, DFT- 20 μ

10. DESPATCH

It is the responsibility of the supplier to ensure that no damage occurs during transit.

11. INSPECTION AND CERTIFICATION

- 11.1. Products shall be inspected at works & test certificates (in English only) shall be countersigned by Inspecting Authority (any independent third party).
- 11.2. All the products shall be accompanied by manufacturer's test certificate (in English only) supplied against every purchase order. Additionally, manufacturer's test certificate (in English only) shall be submitted meeting all the requirements contained in the purchase order, this TDC, and the applicable specification with the following details.
1. Purchase Order No (BHEL), TDC No & Rev No, Test certificate number & Date, Quantity, Weight.
 2. Material Specification and Grade, Method of Bonding.
 3. Heat Treatment details like temperature, soaking time, cooling medium, batch number etc.
 4. Mechanical test results with reference and acceptance standards
 5. NDE results with reference & acceptance standards. (including RT report, if applicable)
 6. Dimensional test reports.
 7. Material test certificates of base plate and cladding metal sheet
 8. Print of the stamp of Inspecting Officer, which is used on the plate.
 9. The manufacturer shall furnish a certificate of compliance stating that the plates have been manufactured, inspected, and tested in accordance with the requirements of the applicable product specification.
- 11.3. Test Certificates shall be furnished for our verification. Despatch clearance will be issued after verification of reports and is mandatory before effecting despatch to BHEL stores.

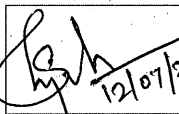
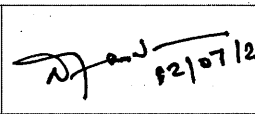
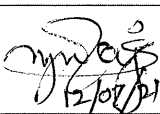
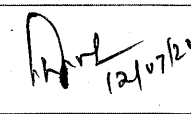
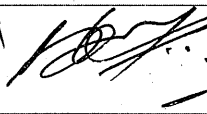
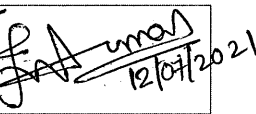
12. END USE

These are intended for lining of absorber in FGD system.

13. REJECTION AND REPLACEMENT

In the event of any cladded plate proving defective in the course of rolling (forming), machining, testing, assembly or erection, such plates shall be rejected notwithstanding, any previous certification of satisfactory testing and/or inspection.

The supplier shall undertake to replace the rejected plates at his own cost and the rejected plates shall be sent back to the supplier after fulfilling the commercial terms and conditions.

 12/07/21	 12/07/21	 12/07/21	 12/07/21		 12/07/2021
Shyamaladevi S	N Nagamuthupandian	S Yuvaraj	M. Nadanakumar	S Krishna Kumar	JVV Aruna Kumar
DM/QA	Mgr/QA	Mgr/PE-FB	AGM/MM	SDGM/QC	AGM/QA
Prepared by	Reviewed by			Approved by	

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 _____
1002400010 - C276 clad plates

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

S. Anand
 श्री. अनंद कुमार / S. ANAND KUMAR
 वरिष्ठ उप महाप्रबंधक
 Sr. Deputy General Manager
 For & On behalf of the Principal
 (Office Seal)
 वीएचईएल, तिरुचि / BHEL, Trichy - 620 014

Place Trichy - 14.
 Date _____

Witness: *Sudheer*
 (Name & Address) _____

SUDHEER APPIREDDYGARI
 Dy. Manager / Purchase / Steel
 Materials Management
 Bharat Heavy Electro. Co. Limited
 Tiruchirappalli, Tamil Nadu - 620 014

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

Witness: _____
 (Name & Address) _____

Annexure - 2

INTEGRITY PACT: Signed Integrity pact (IP) should be furnished along with offer. IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP should be enclosed. This tender will be monitored by Independent external monitor (IEM). For information only.

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.

Sl.No	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

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.

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):		
Name	S Anand Kumar	Sudheer. A
Dept	SDGM/MM/Raw materials	Dy.Manager MM/Steel
Address	Bldg No:24, BHEL Trichy	Bldg No:24, BHEL Trichy
Phone	0431 -2575215/ 9442502989	0431 -2576186/ 7598195371
E-Mail	sak@bhel.in	sudheer@bhel.in