

Tender No:FF/SC/21074/202102791

Item: Rough Machining of Impeller Crown & Skirt Casting

Drawing No: 0-204-07-21203/M Rev-00, 0-204-07-21203/M1 Rev-00, 0-204-07-21503/M Rev-00,
0-204-07-21503/M1 Rev-00, 0-204-07-21303/M Rev- 00 & 0-204-07-21303/M1 Rev-00

S.No.	Term	Confirmation/Remark by Vendor
1	Vendor to submit Gross machining charges per kg of Chip removal basis in Indian Rupees on FOR CFFP Basis. Transportation of item from CFFP to Vendor's works (To & Fro) shall be in scope and responsibility of Vendor. <u>Transportation and insurance charges shall be borne by Vendor.</u>	
2	Scrap (Chip) generated during machining has to be retained by vendor & same will be treated as sold to vendor by CFFP. Value of scrap and GST on same shall be recovered from the party. Please note that the weights mentioned in tender enquiry are technological weights mentioned for indication only. The actual weight of casting before machining and after machining shall be within $\pm 10\%$ range of mentioned technological before machining and after machining weight. However, quantum of Scrap for recovery from party shall be calculated on the basis of actual weight basis of casting (Difference of before and after machined weight). Weight measured at CFFP shall be considered as final for calculation of scrap retained by vendor. Recovery of scrap shall be based on actual chip retained by the vendor based on weight measured at CFFP. Scrap contains Nickle(Ni) 3.5% to 4.5%. For information only, present scrap rate for August'2021 to October'2021 is Rs. 79.83 per Kg however scrap rate as on date of material lifting shall be applicable for orders against this tender. Rate of scrap shall be calculated as per Annexure 'C'.	
3	Payment Term shall be: 100% within 30 days after receipt and acceptance of material at CFFP through E-Payment.	
4	Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar. The normal loading shall be @ Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid opening in case of two part bids) + 6%, for the period of relaxation sought by bidders.	
5	GST amount on service rendered (Gross Machining) shall be reimbursed to sub-contractors on timely filing of online returns and deposit of tax to government account.	
7	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.	
8	Penalty for Late Delivery: The delivery of the material after machining shall be made strictly as per time limit specified in delivery schedule, failure to supply within this period will make the sub-contractor liable to a penalty of 1/2 (half) percent of the price of the order in arrears per week subject to a maximum of 10% of the Sub Contracting Order (total SCO value). Any correspondence regarding waiver of LD shall not be entertained. In case supplier does not agree for LD clause, BHEL will load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted are not suiting, BHEL may ignore the offer.	
9	Risk Purchase: In case of delays in return of material after machining / defective machining or non-fulfillment of any other terms and conditions given in the Sub-contracting Order by the sub-contractor, the Buyer reserves the right to cancel the sub-contracting order in full or part thereof, and may also make the machining of such material from alternative source at the risk and cost of the sub-contractor.	
10	Vendor has to submit BG/FDR of Rs. 1 Lakh from consortium bank & indemnity Bond as required by CFFP/BHEL before lifting of item from CFFP, BHEL.	
11	Quotation Validity shall be 365 days from the date of tender opening (part-1 bid opening date)(Excluding Tender Opening Date)	
12	MSE vendors need to declare valid Udyam Registration in their offer, failing which they shall not be able to avail the benefits available to MSE's.	
13	All the quantity in enquiry may not be ordered, Sub Contractor should be prepared for orders of reduced quantity without any implication on the rate quoted.	
14	Quotation not in accordance with our enquiry are liable to be rejected.	
15	CFFP BHEL reserves the right to get the material processed from more than one Sub-Contractor.	
16	In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the 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).	

17	Breaking of Tie other than L-1 status: a.1) In case rates quoted by more than one vendor are same then vendors having higher SPR will be considered above in the raking compared to vendor having lower SPR. SPR as on date of tender opening (1st part) will be taken for consideration. a.2) In case vendors are having same SPR then ranking of such bidders shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder (s) or their representative (s). b. First time vendor (new vendor) or vendor who has not executed any CFFP Sub contracting order, their Supplier Performance Rating (SPR) will be treated as Zero.”	
18	Drawing and Standards: All drawings and standards are property of BHEL. These must not be used in any way detrimental to the interest of BHEL and should not be used for any other purpose except to process BHEL's Job.	
19	Vendor should take adequate Insurance cover (Value as per excise challan) for BHEL material issued to them for Job Work.	
20	BHEL, Ranipur Haridwar reserves the right to reject any or all tenders without assigning any reasons thereof, Quotation not in accordance with above instructions and conditions will be disqualified.	
21	Job to be machined as per delivery drawing.	
22	ARBITRATION AND GOVERNING LAW: All disputes or difference of opinion what so ever that may arise between the company and the Sub-contractor upon or in relation to or in connection with the contract, the same shall be referred to sole arbitration of Head of CFFP, BHEL or such other person as nominated by the Head of CFFP. There will be no objection to any such appointment, or award of the Head of CFFP or the arbitrator so appointed. The award shall be final and binding on the company and the sub-contractor. The arbitration proceeding shall be held at Ranipur, Hardwar. Work under contract shall continue during the arbitration proceeding, unless otherwise directed in writing by the company or unless the matter is such that the work can not be possibly continued till the decision of arbitration. Provisions of applicable arbitration and conciliation Act shall apply. Court at Hardwar shall have sole Jurisdiction in the cases arising out of this contract.	
23	No further sub-contracting to third party or sister concern by the sub-contractor is allowed without prior permission of CFFP, BHEL.	
24	In case of rejection, the cost decided by CFFP for recovery will be final & binding to sub-contractor.	
25	Sub-contractor will be fully responsible for transportation of material to & from CFFP and also for the period material is lying with them for any theft or damage to the material or for damage to third party.	
26	The bidder along with its associates/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 bhel Haridwar website http://www.bhel.com and bhel Haridwar website http:// Hwr.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.”	
27	As per existing rule of GST, all material sent for machining shall be returned back before 365 days. In case CFFP, BHEL has to incur any additional cost by way of (a) Payment of GST on full value of job (b) interest on GST amount due to failure on Sub-contractor account, it will be recovered from them. Any change in this rule by Govt. of India from time to time will be applicable.	
28	Sub-contractor will have to deposit in advance, all the charges recoverable from them before lifting of material for machining.	
29	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
30	For new vendors not registered with CFFP BHEL, kindly furnish copy of following documents: - o Company Name and Address Proof. - o GST Number (Scan Copy of Acknowledgement) - o PAN Copy - o MSME Certificate (UAN, Udvam if Any)	
31	Vendors not registered with CFFP/BHEL should submit online supplier registration form on BHEL portal https://supplier.bhel.in . If registered at any other unit of BHEL, vendor code may be furnished. Please fill the SRF and it is requested to submit the Acknowledgement No./ Application no. of filled SRF along with the offer.	
32	- In case any column is left blank, it shall be deemed to be accepted by vendor. - If any difference is found for any term and condition in the offer and this annexure “A”, the terms quoted in this annexure ‘A’ shall be deemed as final and binding on vendor.	
33	Compliance to MAKE IN INDIA circular issued by Gol (P-45021/2/2017-PP(BE-II) dtd 04/06/2020) and its revision dated 16/09/2020. “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 nodal ministry, changing the definition of local content for 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”. All bidders have to confirm about being 'Class-I local supplier', 'Class II local supplier' or 'Non-Local supplier'. Procurement shall be done from Class-I/II Local Suppliers only. Also submit the self declaration certificate alongwith offer. Format for self declaration certificate enclosed with tender enquiry documents.	

34	In line with clause no 9 of order: P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its revision dated 16/09/2020, for the quoted item, kindly mention the details of locations where value addition is made.	
35	Provide name, mobile no. & email address of the contact person.	
36	Inspection of the machined job may be carried out by BHEL at vendor's works before despatch. However final inspection shall be done at CFFP after receipt of job.	
37	Refer Annexure B, C, D,E & F for other terms and conditions of This tender enquiry.	

Vendor's Sign & Stamp

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Terms and Conditions for Tender enquiry

01. Tender is to be submitted through BHEL E-procurement website <https://eprocurebhel.co.in/> only.

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- (a) Complete Technical offer
- (b) Acceptance and Details against PQR and Technical requirements as per Annexure 53779/A1, 53780/A2, 53784/A1, 53785/A1, 53787/A1, 53787/A2
- (c) Acceptance of tender terms by bidder as per Annexure A, B, C, Integrity Pact, Self Certificate
- (d) Copy of price Bid BOQ in PDF format (**without price**), this should be replica of part II bid **without price**.

PART-II (PRICE BID)

The price Bid BOQ in MS Excel format (**with price**) to be submitted as **part II**, for the complete requirement as per tender. Prices are to be indicated in both figures and words. In case of any discrepancy of value, the prices quoted in words shall be considered for evaluation and establishing L1 status.

If price bid is not submitted along with the technical bid, the offer will be rejected out rightly. Price bids of only those bidders shall be opened on the date informed by BHEL who will be found techno-commercially suitable as per tender enquiry terms and condition as per BHEL policies.

- 02. Offer in 2-part bid is required to be submitted by bidder on or before due date. On due date, tender can be submitted up to 1.30 PM and Techno-commercial bid (Part I) will be opened at 2.30 P.M. on same date through BHEL E-procurement website <https://eprocurebhel.co.in/>
- 03. Please note that late offers shall not be accepted.
- 04. The vendor should submit their best price at this stage itself and they will not be allowed to revise the price after opening of Part I bid. Any revision / discount given by vendor subsequently on their own after opening of part-1 bid, will be ignored.
- 05. Bidders to put sign and seal on all the documents. The quotation should be submitted through e-tender before due date and time. Offers received after due time & date shall not be considered.
- 06. Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.
- 07. Scrap (Chip) generated during machining is to be retained by vendor & same will be treated as sold to bidder by CFFP. Value of scrap and GST on same shall be recovered from the party.
- 08. **CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE's) BENEFITS BY INDIAN BIDDERS**

- I. MSE Suppliers can avail the intended benefits only if they submit along with the offer, copy of valid Udyog Aadhaar Memorandum (UAM)/ Udyam Registration certificate.

Vendor to declare valid UAM number/ Udyam Registration certificate on e-Procurement portal/ tender, failing which bidder will not be able to enjoy the benefits as per the public procurement policy for MSEs order 2012. Documents as applicable as per Govt. guidelines to be provided.

- II. Any new supplier will be eligible for registration with BHEL as MSE supplier provided Valid Udyog Aadhar Certificate/ Udyam Registration certificate.
- III. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
- IV. MSE bidders where the proprietor is woman, must clearly specify the same in their offer.
- V. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can consider to offer quantities of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15% band and the same is accepted by more than one MSE bidders then offer quantities of respective items will be considered for ordering amongst MSE bidders.
- VI. In case CFFP, BHEL has envisaged two party ordering to for this tender enquiry on 70:30 or 60:40 basis i.e. 70%/ 60% to L1 vendor and 30% 40% to L2, L3,... vendor then
 - a. In case L1 vendor is non MSE vendor then 70%/ 60% will be ordered to L1 Vendor and balance 30% / 40% will be offered to MSE vendors equally.
 - b. In case L1 vendor is MSE vendor then 70% / 60% will be ordered to L1 vendor and balance 30% / 40% to L2, L3, vendor who matches L1 price based on rank i.e. 1st it will be offered to L2 Vendor, if accepted then the same will be ordered and in case not accepted by L2 vendor then quantity will be offered to L3 vendor and so on.
 - c. In case none of the vendor is MSE vendor then normal procedure will be followed.
- VII. In all other cases, quantity up to 25% will be reserved for MSE vendor(s) and following process will be adopted.
 - a. In case L1 vendor is MSE vendor then full quantity to be ordered on L1 vendor.
 - b. In case L1 vendor is non-MSE vendor then 75% will be ordered on L1 vendor and balance 25% will be distributed to MSE vendors as detailed in Clause 26.4 above.
 - c. Out of 25% quantities reserved for MSE vendor, 3% quantity will be reserved for MSE vendor with woman as proprietor/more than 50% shareholder and 6.25% quantity will be reserved for MSE vendor with SC/ST status.
 - d. **In case none of the participating vendor is MSE vendor, normal procedure will be followed.**
- VIII. Cases where CFFP decides to order on 3 vendors then last percentage indicated in the Tender Enquiry will be reserved for MSE vendors.
- IX. While distributing the 25% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR (Supplier Performance Rating) rating.
- X. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.

- XI. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR (Supplier Performance Rating) rating shall be given.
09. The sub-contractor shall follow all the rules & regulation of minimum wages, insurance cover of labour, ESI& PF as per rule. BHEL reserves its right to demand any document at any point of time during the execution of contract.
10. The sub-contractor shall observe all the precautions and safety procedures as required during loading & transportation in factory premises. Also required precaution shall be taken while transportation & operation at their works. Precaution must be taken to ensure that there is no damage or pilferage of the material from CFFP & there is no injury to work man.
11. The sub-contractor shall take adequate steps to prevent any loss or damage to any materials entrusted to him. The sub-contractor shall be liable to pay, to the company, for the damages due to negligence or otherwise in executing the machining work entrusted to him or any other failure or any breach of terms and conditions on the part of the contractor.
12. If the Sub-contractor neglects work or fails to observe and/or follow any of the terms and condition of the agreement, CFFP, BHEL, may without prejudice to their any other rights, terminate this contract by giving 15 days notice in writing with or without forfeiting the Bank Guarantee & Indemnity Bond of the Sub-contractor. The termination of contract by the CFFP, BHEL shall be without prejudice to the CFFP, BHEL's right to recover from the contractor the cost of completing the work by any other agency.
13. The Sub-contractor should have sufficient financial resources to meet all expenses & contractual obligation.
14. The Sub-contractor shall be responsible for fulfilling all legal/statuary requirement along with environmental laws. Any loss to the property (belonging to the sub-contractor or the company) or injury to the staff/labour of the Sub-contractor caused due to any reason will be the sole responsibility of the Sub-contractor. Accordingly the Sub-contractor is advised to take necessary insurance cover. Any liability of BHEL, arising due to Sub-contractor, his staff/labour, materials being handled by him, will be recoverable from the Sub-contractor. Accordingly, the Sub-contractor shall indemnify the company.
15. The Sub-contractor shall ensure valid registration with all the State and Central govt. departments as required by various laws such as ESI, PF etc. & submit copies of the same whenever required.
16. The Sub-contractor shall pay wages to the workmen engaged by him at the rates which shall be not less than the minimum wages applicable under law from time to time. BHEL will not entertain any claim or make any reimbursement for additional burden due to change in wages structure etc. under the law. The Sub-contractor shall also ensure statutory obligations (PF, ESI etc.) & benefits to his workmen as per provisions of law enforced from time to time.

(Jaspal Rawat)
Engineer / Sub-Contracting
CFFP/ BHEL / Haridwar

1. Rate of Scrap:

- 1.1 Rate of Scrap for valuation purpose of scrap retained by sub-contractor will be as applicable on date of lifting of job. However, the date of sale will be considered as date on which material is received back against a particular sub-contracting order. Hence, applicable rate of GST on value of scrap will be as on date on which material is received back against a particular sub-contracting order. Payment of taxes & duties, billing and recovery of same from sub-contracting bills will be done accordingly. Chips retained by Sub-contractor will be treated as sold to them by CFFP. Accordingly, all duties & levies (like GST or any tax made applicable by State Govt & Govt of India at that time) shall be paid by CFFP & will be recovered from sub-contractor.
- 1.2 The difference in issued weight and returned weight of finished item/s with stock will be treated as chips generated & retained by the sub-contractor.

2. Scrap containing less than 1.5 % nickel (Ni):

- a) The scrap rate will be calculated based on the monthly average market scrap price posted on JPC web site under category of scrap HMS II, applicable for Delhi region. JPC rates are issued on fortnightly basis. First fortnight (1st to 14th) hereby called "a" and second fortnight (15th onward) hereby called "b".
- b) Monthly average of previous month shall be applicable for succeeding month. Month will start from 1st day of calendar month. MSTB chips rate are 0.875 times of JPC-HMS2 rates based on inference drawn from relation between MSTC rates & JPC HMS2 rates of Delhi region.
- c) In case JPC rates of one fortnight is not available, then rate of remaining fortnight of that month shall be considered i.e if rates of "a" are not available then rates of "b" shall be applicable and if rates of "b" are not available then rates of "a" shall be applicable.
- d) In case JPC rates of both the fortnights i.e "a" as well as of "b" are not available, then last available rates of previous month (rates of "b" and in case rate of "b" are not available then of "a") shall be applicable.
- e) Scrap rate shall be revised every calendar month.
For this purpose, the months for calculation and their applicable month will be like as given below for clarity: -

Average price of JPC Bulletin for the month:

- a) December - Applicable for the material issued in the month January.
- b) January - Applicable for the material issued in the month February
- c) February - Applicable for the material issued in the month March.
- d) March - Applicable for the material issued in the month April
- so on.

The calculated average monthly price, rates will be rounded off upto two decimal points.

Example:

Calculation of Scrap rate (Ni ≤ 1.5%) for May 2021:

JPC Market Prices (Retail) for Melting Scrap HMS-II (Inclusive of GST)		Monthly Average Price of JPC HMS-II (S)	HMS-II Price excluding GST (18 %) (R*)	Monthly Avg. MSTB Chips Rate excluding GST (As per rate contract: 87.5% of R)	Applicable Month
Price as on	Price				
5th July'21	40350	39645	33597	29398	August'2021
20th July'21	38940				

3. SCRAP CONTAINING MORE THAN 1.5% NICKEL:

Cost of Scrap = [(Rate of Nickel x Quantity of Nickel) + (Rate of Scrap (with Ni ≤ 1.5%) as calculated above x Quantity of Scrap (with Ni ≤ 1.5%))]

Wherein:

Rate of Nickel = CFFP PSL rate of Nickel for as on date of calculation

Quantity of Nickel = As intimated in tender. In case of Ni percentage given in form of range, average of two values shall be taken for calculation.

Rate of Scrap (with Ni ≤ 1.5%) = As per clause 2 above.

Quantity of Scrap (with Ni ≤ 1.5%) = 1- "Quantity of Nickel"

Rate of Nickel shall be applicable for three months.

Example:

Calculation of Scrap rate (Ni ≥ 1.5%):

Turning & Boring scrap having % of Ni	Normal scrap % in overall scrap generated (Value of "A")	% of Ni in overall scrap generated (Value of "B")	Latest available normal turning boring scrap rate	Latest available PSL rate of Nickel as on 01.02.2021	Rates of Turning and Boring Scrap having Ni content more than 1.5%
(a)	(b)	(c)	(d)	(e)	(f)= (bxd)+(cxe)
Ni % > 3.5 to ≤ 4.5	0.96	0.04	29.40	1290.20	79.83

The rate shown in column (f) shall be applicable for the period 01.08.2021 to 31.10.2021 for tender enquiry to be floated during this period, calculating value of scrap as well as for GST and all other tax purpose for jobs to be lifted within this period

(Jaspal Rawat)

Engineer / Sub-Contracting

CFFP/ BHEL / Haridwar

Tender No: FF/SC/21074/202102791

S.No.	Drawing No.	Item Description (Wt in kg)	Quantity	Whether want to quote for item(Indicate yes/No accordingly)	Offer Quantity
1	0-204-07-21203/M Rev-00	Impeller Crown Before Machining Wt: 36000 After Machining Wt: 24600 Scrap Wt: 11400	3 Nos.		
2	0-204-07-21203/M1 Rev-00	Impeller Skirt Before Machining Wt: 23330 After Machining Wt: 11980 Scrap Wt: 11350	2 Nos.		
3	0-204-07-21503/M Rev-00	Rough Machined Impeller Crown Before Machining Wt: 42000 After Machining Wt: 26300 Scrap Wt: 15700	4 Nos.		
4	0-204-07-21503/M1 Rev-00	Rough Machined Impeller Skirt Before Machining Wt: 24500 After Machining Wt: 12980 Scrap Wt: 11520	4 Nos.		
5	0-204-07-21303/M Rev-00	Cast fabricated Impeller Product STD HT00261-Rev02 (Crown) Before Machining Wt: 32300 After Machining Wt: 15460 Scrap Wt: 16840	4 Nos.		
6	0-204-07-21303/M1 Rev-00	Cast fabricated Impeller Product STD HT00261-Rev02 (Skirt) Before Machining Wt: 21800 After Machining Wt: 6860 Scrap Wt: 14940	4 Nos.		

Please note that the weights mentioned in tender enquiry are technological weights mentioned for indication only. The actual weight of casting before machining and after machining shall be within $\pm 10\%$ range of mentioned technological before machining and after machining weight. However, quantum of Scrap for recovery from party shall be calculated on the basis of actual weight basis of casting (Difference of before and after machined weight). Weight measured at CFFP shall be considered as final for calculation of scrap retained by vendor. Recovery of scrap shall be based on actual chip retained by the vendor based on weight measured at CFFP.

Name & Signature of Sub-contractor
With date & Seal

Clause on IP in the tender**"Integrity Pact (IP)"**

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

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

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

Note:

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

Details of contact person(s):

(1)
 Name: Shailindra Kumar
 Deptt: Sub Contracting
 Address: Sub-Cont. CFFP, Haridwar
 Phone: (Landline/ Mobile)
01334-281082 / 9720003515
 Email: shailin@bhel.in
 Fax: _____

(2)
 Name: Jaspal Rawat
 Deptt: Sub Contracting
 Address: Sub-Cont. CFFP, Haridwar
 Phone: (Landline/ Mobile)
01334-285357 / 9412073250
 Email: Jaspal@bhel.in
 Fax: _____

Shail

Jaspal

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 FF/SC/21074/202102791 for machining of Impeller Crowns and skirts

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

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

Section 1- Commitments of the Principal

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

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place-----

Date-----

Witness:-----

(Name & Address) -----

Witness:-----

(Name & Address) -----

SELF-CERTIFICATION

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019, 04.6.2020 and amendment dated 16.09.2020, it is hereby certifying that we

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.....

(supplier name) are(Class-I/Class-II) local supplier and will meet the requirement of minimum local content of (50%/20%) as defined in public procurement order dated 04.6.2020 for material against Enquiry no.

.....

Details of location at which local value addition will be made is as follows: -

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We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

Note:

As per office order P-45021/102/2019-BE-II-Part (1) (E-50310) Dated 04/03/2021, Bidders can't claim itself as "Class-I local supplier/Class-II local suppliers" by claiming the service such as transportation, insurance, installation, commissioning, training & after sales service support like AMC/CMC etc. as local value addition. Bidder offering imported product will fall under the category of Non-Local supplier.

Seal & Signature of Supplier