



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

TIRUCHIRAPPALLI - 620 014

SUBCONTRACTING /ADVANCED TECHNOLOGY PRODUCTS

Telephone: 0431-2575289 & 2576161

E-mail: ashwinkumar@bhel.in
karthikc@bhel.in

ENQUIRY:

Enquiry Title: Manufacturing of main grid flats and small grid flats	ENQUIRY NUMBER:	622016E
	DATE:	23.01.2023
	DUE DATE:	14.02.2023

1. THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER
2. THE ABOVE REFERENCE IS TO BE QUOTED IN ALL CORRESPONDENCES

Kindly submit your quotation for “Manufacturing of main grid flats and small grid flats” as per the Annexure G to this enquiry.

The Manager

(Subcontracting / ATP)

First floor, Building -2&4 ,

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI - 620014

duly super-scribing the above Enquiry Number and Due date. The details are given in the Annexures (enclosed).

The offer subject to the acceptance of terms and condition enclosed should reach us before 14.00hrs. on the due date. The tender will be opened at 14.30hrs, on the due date in the presence of tenderers, who are all present.

Sl.No.	Description/Drawing No.	Qty.No.	Details of Material supply	Delivery	Scope of Work
--------	-------------------------	---------	----------------------------	----------	---------------

PLEASE REFER ATTACHED ANNEXURES OF ENQUIRY FOR FURTHER DETAILS

The following points may be noted before submitting the Tenders.

1. Quotations received after the prescribed time for tender opening on the due date will not be considered
2. It is mandatory to fill the enclosed form for confirmation of terms & conditions (Annexure C1) for this enquiry
3. The quotation prices should be furnished both in figures & words (Indian Rupees). In case of discrepancy in value between figures and words, the quoted rates in words will only be considered.
4. Enquiry front page (419-401/B), Scope of operations (Annexure-A), Part No. & Quantity of main & small grid flats (Annexure-1) , Notes in scope of supplier (Annexure-2), PC-M-963 (Annexure-3) , Suggestive Quality plan, Points for processing attestation material (Annexure-B), Terms and conditions of enquiry (Annexure-C), confirmation of commercial terms & conditions (Annexure-C1), General conditions for submission of offer (Annexure-G), Prequalification criteria (Annexure-P), Annexure -N (for new vendors only) and Section-V – Third party Non- Disclosure Agreement & Integrity Pact have to be accepted and a signed copy of all the pages of the above mentioned documents has to be submitted along with technical and commercial bid.
5. Any deviations from the specifications, terms and conditions of the enquiry, are to be furnished separately as “Schedule of Deviation”. In the absence of Schedule of Deviation document, BHEL will presume that all terms and conditions of this tender are accepted by the vendor.
6. All price quotations should be followed by the below mentioned quote and duly signed under.
“We are accepting all the terms and conditions of this BHEL tender”

In the absence of the above statement, BHEL will presume that all terms and conditions of this tender are accepted by the vendor.

And
Karthik

Ashwin
23.01.23

For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER/ SC & MP / ATP

ASHWIN KUMAR MAROLI

Manager - MP & SC

Advanced Technology Products

BHEL, TRICHY - 620 014.



BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI - 620 014

SUB CONTRACTING / ADVANCED TECHNOLOGY PRODUCTS

ANNEXURE-G

BHEL Enquiry No. 622016E dt 23.01.2023

GENERAL CONDITIONS FOR SUBMISSION OF OFFER

1. The tender will be operated on two part bid basis i.e.
 - I. Techno-Commercial Bid &
 - II. Price Bid
2. The offer is to be submitted in a single envelope containing two envelopes. i.e. Part - I (Techno Commercial Bid) and Part - II (Price Bid)
3. Part – I (Techno-Commercial Bid):
 - I. Duly Signed Tender Documents
 - II. Duly signed Annexures – 1,2,3 ,A, B, C, G & enquiry front page 419-401/B
 - III. Duly filled & signed Annexure – C1, & P (Confirmation of commercial terms & conditions & Prequalification criteria)
 - IV. Signed and filled Annexure – N (Applicable for New Vendors only. Supporting documents should be submitted along with this bid)
 - V. Section –V Third Party Non-Disclosure Agreement
 - VI. Integrity Pact

This Part – I document should be sealed in a separate envelope by clearly marked “Part I – Techno - commercial bid” indicating Enquiry No., Due Date., address & reference of the bidder.

4. Part – II (Price Bid):
 - I. Duly filled and signed Quotation – Include all the costs and quote as Rate per piece basis (in Rs.) for each Sl.No. as in “Format R”

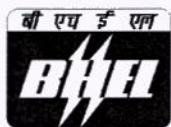
This price bid should be sealed in a separate envelope by clearly marked “Part II – Price bid” indicating Enquiry No., Due Date., Address & reference of the bidder.

5. It is requested to put the above two envelopes (Techno-Commercial Bid & Price Bid) inside a separate larger sealed envelope and this envelope shall be super scribed as “Techno-Commercial Bid and Price Bid” for Enquiry No. 622016E Dt.: 23.01.2023 Due Dt.: 14.02.2023
6. The offer should be addressed to:
Manager
Sub-contracting / ATP
2&4 Building (First Floor)
Bharat Heavy Electricals Limited
Tiruchirappalli - 620 014
7. Any clarifications related to the enquiry should be addressed to ashwinkumar@bhel.in and karthikc@bhel.in and Enquiry number should be mentioned in the subject. Any clarifications without the reference of tender number in the subject will not be entertained.
8. Any techno commercial clarifications/request for tender due date extensions with valid acceptable reasons to be addressed to BHEL prior to 48 hours of tender due date. BHEL reserves the rights to extend the due date as per their discretion.
9. Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested by authorised signatory of supplier; all amounts shall be indicated both in words as well as in figures.
10. Vendor details to be filled as per Table:1


Sub-Contracting/ATP

Table:1 Vendor contact Details

1.	Vendor Name	
2.	Address	
3.	Phone / Mobile	
4.	E mail	
5.	Website	
6.	Contact person details	



419 – 408/B
Effective date:
30.10.2017

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620 014
SUB CONTRACTING / ADVANCED TECHNOLOGY PRODUCTS
ANNEXURE- A TO ENQUIRY No: 622016E / Dt 23.01.2023

COMPONENT DETAILS: Table :1

Sl. no.	Description	Drg/ rev	Work order & Du -part no.	Total qty (Nos.)
01	Main Grid Flats Flat No. 100.001 to 100.005	0-93-172-05346/00	D167-D170-001-1-93-172-000-#	1120
02	Small Grid Flats Flat No. 100.006 to 100.046	1-93-172-05246/00	D167-D170-001-1-93-172- 000-#	9184

*Also refer document PC-M-963 for manufacturing form tolerances.

Raw material supply: Table:2

SI NO	Part No.	Description of Component	Size (Thick x Width x Length)	Material Spec.	Qty.	UNIT
01	#	PLATE	4 x 1250 x 4500	DIN EN10028-7: 1.4550	120	No.

Refer Annexure – 1 for details.

E. Sankar

Refer: Table 1

Sl. No	Scope of Work
01 Part No.: (0601 - 0605)	<u>SCOPE OF WORK AND DELIVERY CONDITIONS:</u> 1. Collection of raw material: Raw materials required along with the attestation card/details shall be collected from Stores / BHEL Trichy. 2. Verification of raw material size, specification and attestation details. 3. Laser / Chemical Etching / engraving of the attestation details and QC&QS seal transfer. 4. Preparation of Operation Process Sheet covering all the required fabrication activities and inspection stages to be submitted for approval by OP&C / ATP & customer for each Work Order. In addition, any documents like cutting plan and procedures used in fabrication shall be indicated in the OPS and same to be submitted for approval. Suggestive quality plan is attached.
02 Part No.: (0401 - 0441)	5. Complete the fabrication. a. For Main Grid Flats Flat No. 100.001 to 100.005 as per 0-93-172-05346 and Annexure-2. b. For Small Grid Flats Flat No. 100.006 to 100.046 as per 1-93-172-05246 and Annexure-2. Also, ensure the availability of the identification details as given in S.No.8 for each item with QC & QS seal. Cont...

Sl. No	Scope of Work
01 Part No.: (0601 - 0605)	<u>SCOPE OF WORK AND DELIVERY CONDITIONS:</u> 6. Contact of ferritic materials shall be avoided during fabrication. 7. Inspection by BHEL QC / Customer (NPCIL). 8. Following details to be Engraved: Work Order.: xxxx, Attestation No.: Nxxxxxxx, Part No. xxxx and Flat No. xxxx.xxxx, Qty: xx on entire quantity of each item of each work order and packing to be made separately item wise with QC & QS Seal. 9. The final component shall be supplied as given below a) All the dimensions shall be kept within the tolerances as per the DWG. & relevant annexure. b) Final Inspection by BHEL Quality Control / Customer (NPCIL). 10. Safe dispatching of the finished items to Stores / BHEL Trichy with proper suitable packing to avoid any bending / distortion / damage during transportation. Completed OPS and associated documents in Hard bound volume - 2 sets to be submitted to BHEL. 11. Balance cut bits / Balance material need to be returned to BHEL with proper identification.
02 Part No.: (0401 - 0441)	

RAW MATERIAL SUPPLY DETAIL:

RM will be issued in 4 lots.

Material supply by Feb 2023.

General Notes: -

1. Offer shall be given in rate per piece in attached **"Format R"** only. Suppliers shall quote for all items. L1 rate will be evaluated for full package.
2. Vendors shall establish all the manufacturing processes involved in the manufacturing of main grid flats & small grid flats to their satisfaction by taking sufficient trials with their own material before taking up job with BHEL material. **BHEL material shall not be used for trial purpose.**
3. A total of 4 Work orders of Main Grid flats (280Nos/W.O) & Small Grid Flats (2296 Nos /W.O) are planned to be processed through this enquiry.
4. On receipt of two or more offers, the finalized L1 rates will be counter offered to second best ranked vendor in order to meet BHEL project delivery requirements. If the second best ranked vendor accepts to process the items with L1 rates, Work order split-up ratio will be 3:1 (Refer table no.3 below).

Work Order	Work Order	L1	Second best ranked vendor
1 st Work Order	D167	2576	
2 nd Work Order	D168		2576
3 rd Work Order	D169	2576	
4 th work Order	D170	2576	
Total Qty		7728	2576

5. However, Purchase Order will be placed initially for one work order for L1 vendor and one work order for second best ranked vendor. After successful completion of first work order quantity and delivery to BHEL, Purchase Orders for balance 2 work order quantity as listed in table above will be issued to L1 vendor. In case of non-performance by a vendor, BHEL reserves the right to cancel the Purchase Order and to divert the order.
6. In case, the number of offers received is less than 2, all four work orders will be placed on L1 supplier.
7. BG to be submitted by a vendor for one Work Order of this enquiry is Rs 20,00,000 (Ref: Cl 12.2 of Annexure C). This BG can be used for other Work orders (if applicable) of this enquiry no 622016E. Hence after manufacturing completion and delivery of one Work Order items (2576 Nos) only, the raw materials for next Work order can be collected by the vendor (if applicable).
8. All materials shall bear identification details with QC/BHEL (or) QS/ NPCIL stamp/signature during all stages of manufacture.
9. Proper account of all free issue materials shall be maintained and extract of each account shall be sent to BHEL after completion of a Purchase Order.
10. Cutting plans for all issued materials shall be prepared and submitted by the subcontractor for approval from BHEL. Marking, attestation transfer and cutting of sheets/ plates shall be done only after approval of cutting plan by BHEL.

11. All materials shall have identification details (W.O No, DU Part No, Attestation No, Sl No of main grid flats & small grid flats) during manufacturing till dispatch.
12. During all stages of manufacture avoid carbon steel contamination of supplied SS material.
13. Deposition of finished components at Stores/ Production Shop ATP BHEL in proper condition to avoid any damages.
14. Handover all the stage inspection and final inspection reports, dimensional reports, OPS, sketches etc to S/C-ATP/BHEL.
15. Return the balance material with proper identification details to stores/ BHEL- Trichy.

Refer:

Annexure-1: Part No. & Quantity.

Annexure-2: Notes (Scope of supplier)

Annexure-3: PC-M-963

Suggestive Quality plan

DELIVERY SCHEDULE:

Finished components to be delivered in 4 lots.

Table:4

Lot No	Work order	Main Grid Flats Qty (Nos.)	Small Grid Flats Qty(Nos.)	Total Qty (Nos.)	Delivery
1	D167	280	2296	2576	90 days from the date of collection of RM and OPS approval. The first W.O supply shall be completed within 90 days and subsequent W.O in the gap of 90 days between each W.O
2	D168	280	2296	2576	
3	D169	280	2296	2576	
4	D170	280	2296	2576	

sd
gph


Subcontracting / ATP

Indent REF:

AOPC/SC-SA21/FLT01 Rev01

ANNEXURE - 1

Reference : Drg. No. 0-93-172-05346/00

Component S.No.	item No.	Main Grid Flat No.	PART No.	Qty. / W.O	Extra Qty / W.O	Total Qty / W.O
1	1	100.001	0601	52	4	56
	2	100.002	0602	52	4	56
	3	100.003	0603	52	4	56
	4	100.004	0604	52	4	56
	5	100.005	0605	52	4	56
Total				260	20	280

Kiran Kumar
20/12/22

KIRAN KUMAR BUDUPUTI
Manager / OP & C
Advanced Technology Products
BHEL, TRICHY - 620 014

Indent REF:

AOPC/SC-SA21/FLT01 Rev01

ANNEXURE - 1

Reference : Drg. No. 1-93-172-05246/00

Component S.No.	item No.	Small Grid Flat No.	PART No.	Qty. / W.O	Extra Qty / W.O	Total Qty / W.O
	1	100.006	0401	52	4	56
	2	100.007	0402	52	4	56
	3	100.008	0403	52	4	56
	4	100.009	0404	52	4	56
	5	100.010	0405	52	4	56
	6	100.011	0406	52	4	56
	7	100.012	0407	52	4	56
	8	100.013	0408	52	4	56
	9	100.014	0409	52	4	56
	10	100.015	0410	52	4	56
	11	100.016	0411	52	4	56
	12	100.017	0412	52	4	56
	13	100.018	0413	52	4	56
	14	100.019	0414	52	4	56
	15	100.020	0415	52	4	56
	16	100.021	0416	52	4	56
	17	100.022	0417	52	4	56
	18	100.023	0418	52	4	56
	19	100.024	0419	52	4	56
	20	100.025	0420	52	4	56
	21	100.026	0421	52	4	56
2	22	100.027	0422	52	4	56
	23	100.028	0423	52	4	56
	24	100.029	0424	52	4	56
	25	100.030	0425	52	4	56
	26	100.031	0426	52	4	56
	27	100.032	0427	52	4	56
	28	100.033	0428	52	4	56
	29	100.034	0429	52	4	56
	30	100.035	0430	52	4	56
	31	100.036	0431	52	4	56
	32	100.037	0432	52	4	56
	33	100.038	0433	52	4	56
	34	100.039	0434	52	4	56
	35	100.040	0435	52	4	56
	36	100.041	0436	52	4	56
	37	100.042	0437	52	4	56
	38	100.043	0438	52	4	56
	39	100.044	0439	52	4	56
	40	100.045	0440	52	4	56
	41	100.046	0441	52	4	56
		Total		2132	164	2296

Kiran Kumar
20/12/22
KIRAN KUMAR BUDUPUTI
Manager / OP & C
Advanced Technology Products
BHEL, HY - 520 014
No. 2 of 2

ANNEXURE – 2

A. NOTES FROM DRAWING NO 0-93-172-05346/00, MENTIONED BELOW ONLY WILL BE IN SCOPE OF THE SUPPLIER.

1. For tolerances and surface finish refer ANNEXURE – 3 (PC-M-963 – Page No. 6 of 6).
2. -NOT APPLICABLE-
3. Length of grid flat in bracket indicated for reference only, and is after machining.
4. Contact with ferritic material shall be avoided at all stages of manufacture.
5. Ensure tolerances as per ANNEXURE-3 before and after slot making
6. Identify the grid flats with identification no.(100.XXX) after machining.
7. Machine the ends to the required shape only after slotting.
8. All sharp corners shall be carefully deburred.
9. -NOT APPLICABLE-
10. Extra length of grid flat shall be equal on either side before slotting. ~~This extra length shall be removed on assy. during final circumferential machining.~~
11. -NOT APPLICABLE-

B. NOTES FROM DRAWING NO 1-93-172-05246/00, MENTIONED BELOW ONLY WILL BE IN SCOPE OF THE SUPPLIER.

1. For tolerances and surface finish refer ANNEXURE – 3 (PC-M-963 – Page No. 6 of 6).
2. -NOT APPLICABLE-
3. -NOT APPLICABLE-
4. Contact with ferritic material shall be avoided at all stages of manufacture.
5. Ensure tolerances as per ANNEXURE-3 before and after machining.
6. Identify the grid flats with identification no.(100.XXX) after machining.
7. All sharp corners shall be carefully deburred.
8. -NOT APPLICABLE-
9. -NOT APPLICABLE-
10. -NOT APPLICABLE-

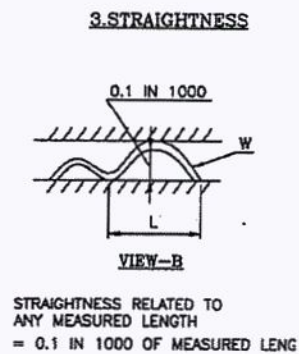
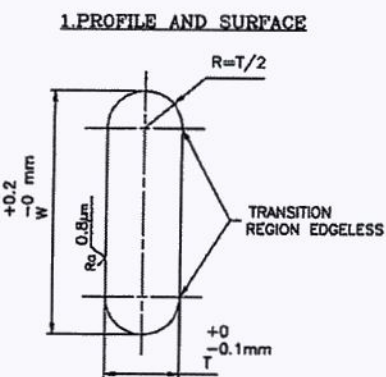
Nithin
20th Dec' 2022

NITHIN K. KRISHNAN
Deputy Manager
Engineering / ATP
BHEL, Trichy - 620 014

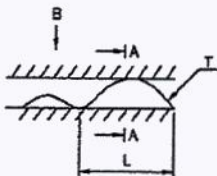
Kiran Kumar
20/12/22
KIRAN KUMAR BUDUPUTI
Sr. Manager / OP & C
Advanced Technology Products
BHEL, TRICHY - 620 014

Annexure-3

 एनपीसीएल NPCIL	NUCLEAR POWER CORPORATION OF INDIA LTD	
	ATOMIC POWER PROJECT	Page No. : 6 of 6
	TECHNICAL SPECIFICATION	Rev. No. : 1



2. WAVINESS AND TWISTING



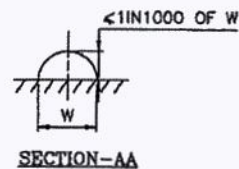
WAVINESS RELATED TO ANY MEASURED LENGTH (L) (>250mm)=0.1 IN 1000(MAX) OF MEASURED LENGTH.

TWISTING RELATED TO ANY MEASURED LENGTH (L) (>250mm)=0.3 IN 1000(MAX) OF MEASURED LENGTH

W=WIDTH OF STRIP

T=NOMINAL THICKNESS OF STRIP.

4. CONVEXITY



GRID FLATS

FIGURE-1

SUGGESTIVE QUALITY PLAN

INDENT REF: AOPC/SC-SA21/FLT01 Rev01, dt 20/12/22

OPN. No.	OPERATION	TEST TYPE	INSPECTION			Remarks
			M	B	A	
0010	Receipt of Raw Material & Marking		M			
0020	Examination & preparation of rub-off / photograph of the identification details.		M	B	A	Document to be prepared
0030	Cutting to Size		M			
0040	Machining, Grinding & Polishing to the final dimensions		M			
0050	Final Examination & Transfer of Identification details	DT	M	B	A	Document to be prepared
0060	Documentation and Packing		M	B		Document to be prepared

NOTE: 1. Cold working is not permitted, if required all the relevant document to be submitted for BHEL review and approval.

2. Details of Lubricants (if any) shall be submitted to BHEL review and acceptance.

DT – Dimensional Check, M – Manufacturer, B – BHEL, A – NPCIL


M. RAJASEKAR
Sr. Manager
OP&C/SP
BHEL, TRICHY - 620 014



419 - 418
Effective date:
30.10.2017

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI - 620 014

SUB CONTRACTING / ADVANCED TECHNOLOGY PRODUCTS.

ANNEXURE: B – 622016E dated 23.01.2023

IMPORTANT POINTS TO BE NOTED WHILE PROCESSING THE ATTESTED MATERIAL.

- 01) Raw material should not be taken up for machining/processing without attestation card.
- 02) The details given in the Attestation card should tally with the details punched on the raw material along with Inspector's seal.
- 03) Before gas cutting/hacksaw cutting/machining, attestation particulars are to be transferred to individual pieces along with BHEL Inspector's seal.
- 04) BHEL Inspector alone is authorised to put his Seal on attested material.
- 05) The following details should be punched each component. If the components are too small, the details may be punched on a small Metal Tag and tied after consulting our Inspector.
 - (i) Attestation card numbers.
 - (ii) Material specification.
 - (iii) Melt number
 - (iv) BHEL's Inspector's Seal.
 - (v) Firm code number.
- 06) Before taking up the raw material for processing, clearance is to be obtained in writing from our Inspector.
- 07) If any attestation particulars are removed during machining the same is to be transferred immediately on the machined area along with our Inspector's Seal.
- 08) Before punching, if it is not a machined area, the same is to be thoroughly cleaned by grinding, Sand blasting or at least by wire brushing. At no circumstances, the attestation shall be made on mill or heat treatment scale.
- 09) Use only 3mm letter and number punch. The punching depth shall be uniform and legible.
- 10) The attestation details are to be clearly bordered with yellow paint. Bordering is to be done only after applying rust preventive oil.
- 11) Attestation card is to be sent to Stores along with despatch documents. If any part supply is made, a true copy of the attestation card duly signed by our Inspector is to be sent along with the despatch documents. In such case, the last consignment is to be despatched with original attestation card.
- 12) All useable and bits are to be returned to our stores should have the attestation details with BHEL Inspector's Seal.
- 13) Before despatch, Subcontractor should ensure that all the above points are followed without fail and ensure that the attestation details punched are correct.

Subcontracting / ATP



419 - 407/G
Effective date:
06.01.2023

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPPALLI - 620 014

SUB CONTRACTING / ADVANCED TECHNOLOGY PRODUCTS

ANNEXURE C

TERMS AND CONDITIONS TO ENQUIRY/PO NO: 62 2016 E/ dt. 23.01.2023

"POINTS NOT APPLICABLE SHALL BE STRUCK OFF"

- 1.0 TENDER OPENING AND FINALIZATION
- 1.1 BHEL reserves the right to negotiate with the L1 supplier, if required.
- 1.2 The Tender documents shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding "power of attorney on behalf of the firm/company/Bidder concerned and authorized/empowered, by MD or Board of Directors or owner of the firm, to act on behalf of the firm for quoting this Tender and all proceedings connected with, till finalization and execution of the Contract.
- 1.3 In case of Single Ownership / Proprietorship establishments, the Tender shall be signed by the Owner / Proprietor Only.
- 1.4 Late offers received after the specified time will be rejected. BHEL shall not be responsible for any postal delay.
- 1.5 The representative of the Bidder, who desires to witness the Tender opening, may have to produce the Authorization Letter. The representatives without Authorization Letter will not be allowed to participate in the tender opening.
- 1.6 Only one representative from each Bidder will be allowed to participate in the Tender opening with valid identity.
- 1.7 BHEL has the right to refloat or short-close the tender, if L1 price is not the lowest acceptable price, or for any other reasons. No claim or compensation shall be admitted by BHEL in such an event.
- 1.8 It will be the firm's responsibility to ensure that the tender documents, framework agreement, Drawings, Quality documents and related technical & commercial conditions are studied and understood fully before submitting the offer. Any technical clarifications required can be sought in person or by e-mail before offer submission.
- 1.9 BHEL will conclude that the offer has been submitted by the firm fully understanding all the requirements both explicit and implied and other conditions and accepting the same. After tender opening, the bidders are not allowed to change/alter any of the conditions either partly or fully.
- 1.10 On the due date of tender opening, only the technical bids will be opened. Technical bids will be evaluated by BHEL and clarifications required, if any, will be called for from the bidders on technical and commercial points. The price bids of techno-commercially suitable bidders will be opened on a later date with prior intimation to respective bidders.
- 1.11 Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be

C. Sankar

construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

2.0 QUOTATION BY SUPPLIERS:

- 2.1 Suppliers to quote the rates for items in the format "R" as rate per item which will include all the charges like manufacturing charges, inspection charges, delivery charges, material collection charges etc. Applicable Taxes (If any) shall be mentioned separately in the format "R".

3.0 ACCEPTANCE OF THE PURCHASE ORDER:

- 3.1 In the absence of any objection received from the supplier within 7 days after the receipt of our Purchase Order, it will be presumed that the Order is fully accepted by the supplier.

4.0 MANUFACTURING OF COMPONENTS: -

- 4.1 The items are to be strictly manufactured as per Scope, applicable drawings and approved OPS/ Quality Documents.
4.2 Attestation procedure is to be followed wherever required as per Annexure-B.
4.3 The supplier shall ensure the availability of all the documents such as relevant Purchase order, detailed scope, drawings, quality documents etc.

5.0 INSPECTION

- 5.1 Inspection of the finished components will be done by BHEL & Customer Inspection agencies (applicable as per OPS and scope of work) for which a register for dimensional report shall be maintained at your works and you have to provide all the required facilities Free of Cost. The Inspection results will be given in Online IR (INSPECTION REPORT) which would be raised by the Supplier.
5.2 The items requiring first-off clearance for bulk production shall be offered for Inspection immediately after the manufacturing completion of sample pieces. Only on getting the approval from our Inspector and authorised representative in writing, further work on bulk production is to be started.
5.3 In case of partial or full raw material supply by BHEL for rejection due to our raw materials defect, we will allow proportionate payment to the extent of work carried out. For rejections due to operator's fault we will recover the cost of the raw materials at our current book rates plus 20% thereof, or 40% thereof, if it is an imported material plus applicable taxes (GST). However, no cost shall be recovered when the rejection is less than 2% of the total PO quantity of that order.

6.0 PAINTING AND PACKING OF COMPONENTS

- 6.1 All the machined surfaces are to be applied with peelable plastic compound "SPRAYPEEL" make (applicable as per OPS and scope of work).
6.2 Supplier's code number allotted by us should be punched and encircled with white paint on the finished components.
6.3 Any deviation from the scope of machining shall be suitably painted as per IR, on the component at the appropriate place.
6.4 Wherever our work orders specified in the Purchase order, the details of Work Order Number, Du-Part Number, Quantity Numbers and weight in Kgs., apart from the IR. No., Should be painted in white paint on any prominent surface of the component or on a metal tag of size 100x175 mm for smaller items, initially applied with Red oxide primer to IS2074 and further applied with a coat of Varnish to avoid peeling off the paint.
6.5 All items, which are having threading at the ends, should be covered with tar impregnated gunny cloth strap with the wire.



- 6.6 The finished component should be packed suitably before effecting despatch so as to prevent distortion and damage to the fabricated items either in transit or in handling.

7.0 TERMS OF DELIVERY FOR FINISHED COMPONENTS

- 7.1 The finished goods should be deposited at our Stores at your cost. It is the supplier's responsibility to do all the co-ordination works with BHEL stores/concerned agencies for delivery of finished components.
- 7.2 The Delivery challan should be prepared for each Purchase order / Work order separately as per our Pro forma.
- 7.3 The consignment should accompany one copy of IR, meant for our stores and six copies of Delivery challan.
- 7.4 In general, delivery period shall be as mentioned in the annexure to enquiry and this period shall be from the P.O date / last material issue date, whichever is later.
- 7.5 BHEL will have general supervision and direction over the work, & has the right to guide/direct or stop the work if necessary, to ensure the proper execution of the contract.
- 7.6 BHEL reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the fabricator may appeal to BHEL whose decision shall be final and binding.
- 7.7 In case of inordinate delay beyond the delivery period, BHEL reserves the right to cancel the Purchase order.
- 7.9 BHEL reserves the right to cancel the purchase orders at any time or/and reduce the order quantity during the period of execution of contract.

8.0 GUARANTEE CERTIFICATE:

- 8.1 Not applicable for FIM. (Applicable only for Contractor's material)

9.0 TAXES & DUTIES:

- 9.1 Rates for items shall be quoted as per the prescribed format "R" only.
All applicable taxes payable as extra to the quoted price should be specifically stated in offers along with GST registration number in the prescribed format "R". Our GSTN Code :- 33AAACB4146P2ZL
Registered Address with GSTN :- Bharat Heavy Electricals Limited HPBP and SSTP, Thiruverumbur, Trichy – 14. (For GST related queries, pls contact:- gst.try@bhel.in)
- 9.2 **Suppliers are required to ensure compliance of GST provisions and registration of their firm as per GST act 2017.** In case of any changes in taxes and duties as per government notification, the same shall be applicable from time to time.
- 9.3 Material cost, GST and applicable interest, as per the existing tax laws, for materials lying at their works for a period more than one year, whatsoever may be the reason for retention of the material, if any, shall be borne by the supplier.

10.0 PAYMENT

- 10.1 Payment for ~~100%~~ or 90% will be made after X (Refer : Note A) days from the date of receipt of finished goods and acceptance of materials (when the materials are supplied whether partially or fully to BHEL) supported by:

a)	OPS and all related documents.
b)	Material accountable Statement for BHEL supplied material / FIM.
c)	In case of 90% +10% payment type, balance 10% last payment shall be made only on completion of the order after duly accounting for rejections, short supplies (if any) and return or raw materials.
d)	Invoice of three copies in original along with DC and IR , addressed to DGM/Finance and routed through Manager / subcontracting / ATP
e)	Payment of proportionate machining charges for the rejected pieces due to material defect will be made against your Invoices in duplicate supported by 2 copies of IR. & Delivery challan acknowledged by our stores.

Note A : "X" for MSE vendors, Medium scale vendors and Non MSME vendors are as below:
For Micro & Small Enterprises vendors - after **45** days from the date of receipt and acceptance of materials.
For Medium Enterprises vendors - after **60** days from the date of receipt and acceptance of materials.
For Non MSME vendors - after **90** days from the date of receipt and acceptance of materials

11.0 LIQUIDATED DAMAGES

Items are to be delivered within contractual delivery duration. Items delivered beyond contractual delivery duration from the last date of issue of raw material are liable for liquidated damages at the rate of 0.5 % of the pending Purchase Order Value per each delayed week or part thereof for a maximum of 10% of Total Purchase Order Value (PV).

If PO delivery needs to be extended for reason attributable to BHEL, firm may request BHEL in writing for delivery extension with justifications and supporting documents before furnishing invoice for PO items.

Reasons like power cut, labour issues, machine break down, etc. which are controllable by the firm shall not be accepted as reason for delivery extension purposes/delay.

12.0 SPECIAL CONDITIONS FOR SUPPLIES WITH BHEL MATERIAL

12.1 Issue of materials:

- a) The raw materials are to be collected from BHEL by Supplier at Supplier's cost. It is the supplier's responsibility to do all the co-ordination works with BHEL stores/concerned agencies for the collection of raw materials.
~~Or~~
~~The raw materials will be supplied at Supplier's works at BHEL's cost.~~
- b) Materials will be issued in a sequential manner, based on the delivery and assembly requirements. Hence material collection may be required as per the assembly requirements.

12.2 Bank Guarantee:

- a) You will have to execute a Bank guarantee for the value of Rs. **20,00,000/-** for satisfactory performance of the order and also for the safe custody of the raw materials. The guarantee shall be executed on a Non-judicial stamp paper of value Rs.100/-. All bank charges will be to the supplier's account.
- b) In case any bidder does not accept for submission of Bank guarantee, their offer is likely to be rejected.
- c) The FDR/BG return letter is to be submitted by the supplier only after 90 days from last GR date. Completed Format No 437-045 (latest revision) to be submitted along with a request letter for return of FDR /BG.

12.3 Delivery of rejected items:

- a) In case of partial or full raw materials supply by BHEL, for rejection that may take place during the course of operation due to defective raw materials, BHEL will allow proportionate payment to the extent of operation carried out. However, such materials shall be deposited at our stores at your cost along with 3 copies of PDO, one copy of IR and 4 copies of Delivery challan.
- b) The rejected items due to faulty workmanship in your materials are to be deposited at our Stores at your cost.

12.4 Accountability of Raw materials:

- a) Cutting Plan for the materials issued by BHEL is to be submitted by the supplier within five days from the date of issue of the materials and the same should be approved by BHEL before the commencement



of the work. Any surplus / additional/ balance raw material to be returned by the supplier as per the approved cutting plan and accounted by BHEL through PMAS/FMAS.

- b) Please note that the supplier is responsible for prompt material accounting. Inordinate delay in settling the material accounting will lead to delay in processing the bills and payment block may be effected by BHEL.
- c) All the materials of BHEL, Tiruchirappalli shall under no circumstance be sold / hypothecated to any bank or to any lending institution or to any party whomsoever. It should not also be shown as the supplier's assets in any of the statements of the supplier to any party.
- d) Inventory statement has to be submitted every year by Supplier for materials supplied by BHEL. If the contractor fails to produce or properly account the materials issued, BHEL Tiruchirappalli will have right to take further action as deemed fit including recovery of the value of materials along with the respective administrative charges and statutory levies from the running bills of the Supplier/ temporary suspension of load/ termination of contract/de-listing.
- e) Any act of Supplier resulting in dishonest, misappropriation or conversion of the materials issued for his own use shall constitute the offence of Criminal Breach of Trust under Indian Penal Code and/ or such other offences under any other provisions of law and Contractee shall have every right to proceed against the Contractor under Criminal Law in order to ensure proper punishment to such perpetrator (Supplier) for the said offence/s. In such cases, BHEL shall take all necessary steps to recover the material available with supplier.
- f) Balance of raw materials will be accounted on completion of the order. Balance materials will have to be returned by supplier to BHEL Stores.
- g) ~~Turnings and borings / wastages are to be returned to BHEL Stores.~~
or
Turnings and borings / wastages need not be returned to our Stores. You may give due Credit to the value of the same in your quotation and accordingly quote.
- h) The cutting plans as approved by us shall be kept at your premises (for a minimum period of 3 years from date of cutting plan approval) and to be made available when required by BHEL officials or their representatives.
- i) It should be ensured that the jobs shall be fabricated as per the approved cutting plans.

12.5 Returning of Documents:

- a) All the documents of BHEL including drawing made available to the fabricators should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. Such documents shall be returned to us on demand after completion. This secrecy clause is binding on the employees of the fabricators also. Any contravention will be viewed seriously that may include cancelling the contract or legal action on the supplier.

12.6 Contacts:

- a) Details of contact person's name, designation, department with complete postal and e-mail address along with phone office/mobile/fax numbers to be mentioned.

12.7 Subletting :

The supplier shall not sublet or assign any portion of work without the prior permission of BHEL. If any portion of work requires the special process (like heat treatment, plating, welding and slotting), the supplier may sublet only with prior permission. In the event of the supplier subletting any portion of work without such permission, BHEL shall be entitled to cancel the order and execute the same elsewhere at risk and cost of the supplier and the supplier shall be liable for any loss or damage which BHEL may sustain in consequence of such event.

13.0 RISK PURCHASE:

- 13.1 After placement of order, in case the supplier fails to execute the order, the supplier shall be put on Hold within the unit for all the item(s)/ Material Category (ies)/ type of work(s). Also BHEL will get the job

done through other suppliers at the risk and cost of Rate Contract Supplier and the extra expenditure involved if any shall be recovered from the Rate Contract Supplier for any amount due to them.

14.0 PROVISION OF ADEQUATE SAFETY MEASURES:

- 14.1 The supplier shall maintain and ensure necessary safety measures with respect to plant, machinery and personnel at his works as required, during manufacture, visits of BHEL personnel and inspection of the job. If any equipment is found not complying with proper safety requirements/conditions, then BHEL may withhold visit/inspection or instruct stoppage of work till such time the desired safety requirements are met.

15.0 CARTEL FORMATION:

- 15.1 All the firms should desist from forming cartel, as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002.
- 15.2 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.

16.0 BHEL FRAUD PREVENTION POLICY:

- 16.1 The Bidder along with its associate/collaborators/sub-contractors/sub-suppliers/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.

17.0 DISPUTE RESOLUTION:

- 17.1 Any dispute arising out of or in connection with this Agreement shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be amended from time to time. Unit Head / BHEL, Trichy – 620 014 or his authorized representative shall be the Sole Arbitrator and his decision shall be final and binding on both the parties. The place of arbitration shall be Tiruchirappalli, and the language shall be English. The courts at Tiruchirappalli shall have exclusive jurisdiction on any dispute arising out of or in connection with this Agreement, if intervention of court is warranted, subject to the arbitration provided above.

18.0 CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

- 18.1 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 position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid,' **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal;
- or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

C. Tanthil

Ashwin
23.01.23
(Signature)
Subcontracting / ATP

ASHWIN KUMAR MAROLI
Manager - MP & SC
Advanced Technology Products
BHEL, TRICHY - 620 014.

FORMAT- R

Enquiry No: 622016E/dated 23.01.2023

Due Date: 14.02.2023

Firm GST NO: _____

SI No	Material Description as mentioned in Enquiry	Qty. (A)	Rate (in INR) / Unit (B) – excluding taxes		Rate (in INR)/ Item (AxB) -excluding taxes
			In Figure	In Words	In Figure
10	Main grid flats Flat No. 100.001 to 100.005	1120			
20	Small grid flats Flat No. 100.006 to 100.046	9184			
Total		10304			XXXXX

All rates quoted above for each item shall be inclusive of cost of all activities including processing, transportation, etc and shall be without any taxes.

Applicable rate of GST for the offer is as below:

Taxes extra at _____ % SGST (If applicable) Taxes extra at _____ % CGST (If applicable) Taxes extra at _____ % IGST (If applicable)

We are accepting all the terms and conditions of this BHEL Enquiry.

Authorised signatory with seal

Commercial Terms & Conditions
Annexure-C1 to Enquiry NO 622016E dated 23.01.2023

SL. NO.	DESCRIPTION	TERMS & CONDITIONS BY BHEL	VENDOR CONFIRMATION
01	VALIDITY	The quoted rates should be kept valid up to 12 Months from the date of opening of price bids.	
02	FREIGHTAGE FOR		
	i) RAW MATERIAL	To be collected by firm.	
	ii) FINISHED COMPONENT (Packing & Forwarding)	To be delivered by firm.	
03	TAXES & DUTIES	Refer points 9 of Annexure –C	
04	PAYMENT TERMS	Refer point 10 of annexure-C	
05	LIQUIDATED DAMAGES	Refer point 11 of annexure-C	
06	BANK GUARANTEE	You have to execute a bank guarantee for Rs 20,00,000 /- before material collection (Refer 12.2 of Annexure C)	
07	DELIVERY SCHEDULE	Refer Annexure- A	
08	RISK PURCHASE CLAUSE	Refer point 13 of Annexure-C	
09	MSME Category	MSE vendors can avail the intended benefits only if they submit UDYAM Registration Certificate. If applicable, UDYAM Registration Certificate copy to be submitted along with this offer.	
10	OTHER TERMS(IF ANY)	Packing to be done to ensure safe transportation of materials.	
11	Vendor contact details	Vendor Name, address, phone, mobile, email website, & contact person details to be provided (Refer Annexure –G Table:1)	

Authorised signatory with seal

PRE-QUALIFICATION CRITERIA FOR

Manufacturing of Main Grid flats and small grid flats from SS sheets

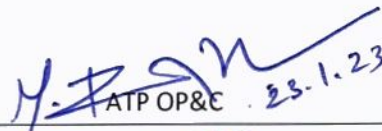
ANNEXURE – P (Applicable for all vendors) of Enquiry 622016E dt 23.01.2023

PRE-QUALIFICATION CRITERIA (TECHNICAL REQUIREMENTS)			
SL.NO.	DESCRIPTION	BHEL REQUIREMENTS	VENDOR CONFIRMATION / DEVIATION
01	CAPABILITY OF FABRICATION OF SIMILAR COMPONENTS	Only those vendors who have capability in doing these type of works shall quote. Proof of capability shall be submitted in document form: Any document mentioned below can be submitted 1. Recent similar Purchase order or 2. Proof of manufacturing components/ assemblies pertaining to nuclear applications for customers like NPCIL/BARC/ IGCAR etc. BHEL reserves the right to verify the information provided by vendor. In case the information furnished by vendor is found to be false / incorrect, the offer shall be rejected.	
02	FINANCIAL	Supplier shall have executed at least one Purchase Order of Value Rs 50 Lakhs or more, during any of the preceding 5 consecutive years. i.e F.Y 2021-22, 2020-2021, 2019-2020, 2018-2019, 2017-2018. Documents like PO copy, invoice, DC etc can be submitted	
03	COMPLIANCE WITH THE PROCEDURE	The vendor should submit a detailed method of control, and other pertinent details that will ensure compliance with the requirements of this enquiry.	
04	EQUIPMENTS/ MACHINES TO BE USED	Details of Equipment/Machines proposed to be used with calibration certificates (if required), shall be submitted by the vendor.	
05	QMS REVIEW	Suppliers shall submit Quality Management System (QMS) before enquiry due date by i) Email to mail id mentioned in Annexure-G sl. No 7. (or) Hard copy to ATP/SC section address as mentioned in Annexure-G sl. No 6. The acceptance of such offers is subject to acceptance of supplier's QMS by BHEL's customer NPCIL.	
06	TRIALS	BHEL materials shall not be used for trials. Material used for trials shall be of Stainless Steel. At least one Main grid flat of length at least 1 m has to be manufactured by supplier with supplier's own SS material. Only after review and clearance from BHEL, manufacturing of Main Grid Flat using BHEL material can be initiated.	

NOTES: The Vendor shall attach annexures and provide detailed explanation wherever necessary. Only those vendors who are meeting the pre-qualification criteria shall be considered for further tender processes.


ATP SC

C. KARTHIK
Manager / Sub Contracting


ATP OP&C 23.1.23

M. RAJASEKAR
Sr. Manager
OP&C / ATP
BHEL, TRICHY - 620 014



BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPALLI 620014

ATP/ Subcontracting

SECTION V - THIRD PARTY NON-DISCLOSURE AGREEMENT

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

I warrant and agree as follows:

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

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

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract.

I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

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

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

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

Dated at _____, this _____ day of _____, 20____.
(Place) (Date) (Month) (Year)

Name:

Company:

Signature & Seal:

BHEL Enquiry No.622016E dated 23.01.2023

ANNEXURE - N (For NEW VENDORS only)

SI No	Details	Document submission
1	Nature of ownership & relevant documents (Proprietorship-Professional Tax Regn & Municipal Regn; Partnership firm – Partnership Deed; Co-operative society – Society rules & bye laws ; Private/Limited Company – memorandum & Articles of Association)	
2	Product or Service range & facilities: • List down the product range & specification details. • List of Manufacturing facilities/equipment's (including material handling facility)	
3	Licence details of the factory	
4	• Permanent Account No • GST registration number • Udyam registration certificate (If applicable)	
5	If registered with any other BHEL unit • Letter of registration with BHEL unit (If applicable) • Proof of successfully executed or executing purchase orders	
6	Accreditation certificate for ISO 9001: 2015 / Quality System manual / ISO:14000 / OHSAS ISO 18000 (If available)	
7	Balance Sheet for the last three years along with the audit report	
8	EXPERIENCE IN SIMILAR TYPE OF WORK (All the new vendors should enclose a Purchase Order copy against their previous experience)	
9	MSME Category - SC/ST/Women(If applicable)	


Prepared
C. KARTHIK
Manager
Sub Contracting


Approved
ASHWIN KUMAR MAROLI
Manager - MP & SC
Advanced Technology Products
BHEL, TRICHY - 620 014.

Annexure-1

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 _____

ENQUIRY NO. 622016E dt 23.01.2023 FOR MANU. OF MAIN & SMALL GRID FLATS
 _____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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



Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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



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

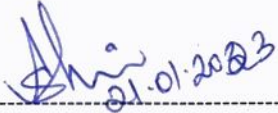
Section 9 - Pact Duration

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



Section 10 - Other Provisions

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


 For & On behalf of the Principal
 (Office Seal)

Place ASHWIN KUMAR MAROLI
Manager - MP & SC
 Date Advanced Technology Products
BHEL, TRICHY - 620 014.

Witness: C. Karthik
 (Name & Address) C. KARTHIK

ATP / SC
BHEL TRICHY - 14

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

Witness: _____
 (Name & Address) _____

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

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

Sl	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: C. KARTHIK
 Deptt: ATP / SC
 Address: BHEL TRICHY
 Phone: (Landline/ Mobile) 0431 - 2576161
 Email: karthikc@bhel.in
 Fax: _____

(2) **ASHWIN KUMAR MAROLI**
 Manager - MP & SC
 Name: _____
 Deptt: Advanced Technology Products
BHEL, TRICHY - 620 014.
 Address: _____
 Phone: (Landline/ Mobile) 0431 - 2575289
 Email: ashwinkumar@bhel.in
 Fax: _____