



BHARAT HEAVY ELECTRICALS LIMITED भारत हैवी इलेक्ट्रिकल्स लिमिटेड
(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

Enquiry No- 77/25/6181/SUM

Date -31-Oct-25

BHEL invites offers from reputed Suppliers as per following terms and conditions -

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	TREFOIL CLAMPS		
3. Project	Framework Agreement (Rate Contract) of TREFOIL CLAMPS		
4. Executing Agency	BHEL-PEM		
5. Mode of Enquiry	E - PROCUREMENT		
6. Nature of Package (Divisible/Non-Divisible)	Divisible		
7. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
8. Due Date & Time	For offer submission	10-11-2025	14:00:00
	For P-1 bid opening	10-11-2025	17:00:00
9. Earnest Money Deposit (EMD)	Not Applicable	EMD Amount	NA
10. Tender Cost	NIL		
11. Eligibility of Local Supplier as per MII	Only Class I Supplier (with local content 60% and above)		
12. Technical Scope	As per Technical specification No: PE-RC-999-507-E015, Rev00		
13. Prequalification Requirements	Financial PQR- NO		Technical PQR- YES
14. Delivery terms for Supply	FOR Despatch Station		
15. Delivery Schedule:	Drawing/ documents submission & re-submission schedule shall be as per Technical Specification: PE-RC-999-507-E015, Rev00		
A. Main Supply	110 days from the date of PO		

Notes:

- Supplier to start manufacturing/supply only after getting the applicable Primary engineering Drgs. /docs approved from BHEL/End Customer.
- Drawings /documents submission/re-submission schedule shall be as per Technical specification (PE-RC-999-507-E015, Rev00) which shall be used for progress monitoring purpose and required course correction, if any.
- The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- The delivery conditions specified are for Contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.

2.0 Validity of Contract placed on basis of Framework Agreement (Rate Contract) for individual projects (PO rates, terms and conditions):

Supplier has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals,



deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no.3, in such situation it shall be obligatory at Supplier part to execute the Contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of Contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

2.1 Contract for main supply shall be valid for **210('C')** days from the PO date. However, delay at Supplier's end (if any) shall be added to the validity period and Contract validity shall get extended by the delay period at Supplier's end.

For example: Original Delivery period for main supply: A (in days)

Delay at Supplier's end: B (in days beyond "A" days)

Contract validity: C+B (in days)

Notes:

- B is the Supplier delay days beyond original Contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.
- Main supply including quantity variation, mandatory spares/ services, applicable in the Contract released/ cleared for manufacturing within Contractual validity period, to be supplied by Supplier/supplier at PO rates, terms and conditions.
- Execution of the Contract quantities released beyond Contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

3.0 Delivery Extension: Extension of Contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the Supplier and review/approval of the same by the BHEL/End customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the Supplier to ensure timely completion of engineering and supply.

During the execution of the Contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the Supplier as given below: -

- Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the Supplier (i.e. resubmission owing to end customer comments) as certified by BHEL. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in Supplier account.
- Delay in providing engineering input/material by BHEL.
- Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC terms
- Any hold put by BHEL for whatever reasons during execution of Contract (within Contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

Note: Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Purchase order.

16. Liquidated Damages (LD):

Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent of the undelivered portion of contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total main supply contract price excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

All other terms and conditions of LD shall be as per GCC Rev. 07 and Corrigendum 01, 02 & 03 to GCC Rev.



07.

17. Guarantee Terms: As per Clause No. 12.0 except Clause no. 12.2(b) of General Commercial Terms & Condition of GCC Rev. 07.

18. Validity of offer shall be as per Clause no. 7 (Instruction to Suppliers) of GCC Rev. 07.

19. PVC (Price Variation Clause): Not Applicable

20. CIF Content	Not Available
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21. Integrity Pact Applicability	Yes
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22. In case of any complaints arising out of the tendering process, the matter may be referred to any of the below e-mail IDs.

iem1@bhel.in; iem2@bhel.in; iem3@bhel.in

As on date, the positions of Independent External Monitors (IEMs) are vacant in the Company. As and when the IEMs join based on due approval of the Competent Authority, any complaint(s) received will be shared with the IEMs.

23. Tender Evaluation - Price will be finalized through RA. The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Package Price including Freight excluding taxes) basis with necessary loading as applicable.

In the course of evaluation, if more than one Supplier happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 Suppliers.

In case more than one Supplier happens to occupy the L-1 status even after soliciting discounts, the L-1 Supplier shall be decided by a toss/ draw of lots, in the presence of the respective L-1 Supplier (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

24. Payment Terms:

As per clause No. 9.1 of General Commercial Terms and Conditions of GCC Rev. 07 i.e.

Payment of basic price of supplied materials (as per PO/ approved billing schedule) along with freight and taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro-rata basis as below:

On receipt of Material Receipt Certificate (MRC) from project site engineer of owner/Buyer and on submission of certificate of submission of all the final documents for the package (as per Annexure IX(A) of GCC Rev. 07), duly certified by Engineering Department of Buyer.

25. GST shall be payable extra at actual as per the HSN code finalized for the items during detailed BBU.

26. Reverse Auction:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction - 2024, as available on www.bhel.com on "Supplier registration page") for this tender. RA shall be conducted among all the Techno-Commercially qualified Suppliers.

Price Bids of all the Techno-Commercially qualified Suppliers shall be opened and same shall be considered as initial bids of Suppliers in RA. In case any Supplier(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.

"The Suppliers has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Prices are to be inclusive of Packing & Forwarding charges, all as per tender scope, Freight as applicable, including loading (if any) but excluding GST. De-loading (if any) shall be done in line with NIT terms."



27. Supplier to note that this is a conditional Open Tender enquiry & Reverse Auction participation shall be subject to following condition:

- a) Qualifying Technical Pre-Qualification Requirement.
- b) Techno-Commercial acceptance of offer by BHEL-PEM.
- c) Registration in BHEL-PEM for the Tender package

The Suppliers who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at <https://supplier.bhel.in/>. All credentials and/ or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

28. Performance Security (PS)

PS Applicability

No Performance Security (PS) against the current enquiry for Framework Agreement (Rate Contract) for Tender package.

However, Suppliers to note that Performance Security shall be submitted for orders placed by the concerned Purchase Groups unit on the Framework Agreement (Rate Contract).

Successful Supplier/s will have to submit Performance Security for each POs (irrespective of value) which will be placed under the Framework Agreement (Rate Contract) finalized through this tender considering FA (RC) as original Contract as per the format given in GCC Rev 07.

Relevant details of the PS to be submitted on the basis of Framework Agreement (Rate Contract) are as following:

Initially 10% of the Contract value (total Ex-works price). However, 5% of the Contract value (as above) will be released after completion of Main Supply based on certification by Purchasing Department of BHEL unit.

Balance 5% of the Contract value (excluding PVC) will be released on completion of all Contractual obligations, including guarantee/warranty obligations based on certification by Purchasing Department of BHEL unit.

OR

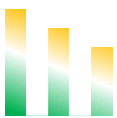
5% of the Contract value (total Ex-works price).

Additional 5% of the Contract value will be retained from first bill & subsequent bill(s) of the same Contract. The retention



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		amount will be released after completion of main supply based on certification by Purchasing Department of BHEL unit. Balance 5% of the Contract value (excluding PVC) will be released on completion of all Contractual obligations, including guarantee/warranty obligations based on certification by Purchasing Department of BHEL unit.
	Validity of PS	As per clause no. 11.0 (except 11.4) of General Commercial Terms and Conditions of GCC Rev 07.
	PS Submission	PS should be in favour of concerned BHEL unit. Supplier may opt any of the following for submission of Performance Security: -
	Modes of Deposit	Performance security may be furnished in the following forms: a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). e) Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) Performance Security is to be furnished within 14 days from the date of PO and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all Contractual obligations of the Supplier, including warranty obligations.
	Remarks for PS:	a) The performance security will be forfeited and credited to BHEL's account





		in the event of a breach of Contract by the supplier. b) Performance security should be refunded to the Contractor without interest, after he duly performs and completes the Contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the Contract. c) However, Performance Security validity is to be extended based on the actual delivery of package. The Performance Security shall not carry any interest.
29. Breach of Contract, Remedies and Termination (Tenderer to note that this clause will supersede any clause regarding recovery amount from Tenderer due to Breach on Contract mentioned anywhere in GCC Rev. 07 and its Corrigendum)	In case of Breach of Contract, BHEL shall recover 10% of the Contract value from the Supplier using following instruments: (i) Encashment of security instruments like EMD, Performance Security with executing agency against the said Contract. (ii) Balance amount (if value of security instruments is less than 10% of the Contract value) from other Financial remedies i.e. available bills of the Supplier, retention amount etc. with executing agency. (iii) Balance amount from security instruments like EMD, Performance Security and other Financial remedies i.e. available bills of the Supplier, retention amount etc. with other units of BHEL. (iv) If recovery is not possible then legal remedies shall be pursued. However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.	
30. Suppliers are requested to refer clause no 26.0 (Make in India) of instructions to Supplier of GCC Rev. 07. Further, following shall be taken into consideration for submitting bids by Suppliers:	• For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the Nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after the issue of the NIT, but before opening of Part-II bids against the NIT. • Minimum Local Content prescribed for TREFOIL CLAMPS package by Nodal Ministry is 60% and hence for this procurement, as per Public Procurement (preference to make in India), order 2017 dtd. 15.06.17, 28.05.18, 29.05.19, 16.09.20 & 19.07.24 and subsequent orders issued by the nodal ministry, this package is reserved for only Class-I supplier having Minimum local Content 60%. Class-II and Non-Local suppliers are not eligible to quote for this enquiry. • Suppliers are requested to go through the above-mentioned orders and submit their adherence to Public Procurement (preference to make in India), order 2017 dtd. 15.06.17, 28.05.18, 29.05.19, 16.09.20 & 19.07.24 and subsequent orders. • Local Content certificate (Make in India Certificate), shall be essentially submitted by supplier along with their offer as per clause No. 9 of Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024	



31. Purchase preference to MSE Supplier: Yes.

32. Framework Agreement (Rate Contract) Order Splitting

- a. Framework Agreement (Rate Contract) is proposed for Two (02) years from placement of Framework Agreement (Rate Contract) Purchase Order with a provision for further extension after review on mutual consent.
- b. Framework Agreement (Rate Contract) is to be done with 2 suppliers in ratio of 70:30 value wise at L1 FOR Site Price (Ex-works + Freight) for this package. However, Purchase orders placed by BHEL units for a project on the basis of Rate Contract shall not be split. Details of Framework Agreement (Rate Contract) order splitting shall be as per following:
- GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be applicable for order splitting (in the ratio of 70:30) and order finalization.
 - L1 Rates (Ex-works + Freight) shall be counteroffered to all techno-commercially qualified Suppliers and order splitting in ratio of 70:30 shall be done in line with GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
 - In case acceptance of counteroffer is received from more than Supplier then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable).
 - If none of the Supplier accepts counter-offered L1 rates, then Contract shall be awarded to L1 Supplier for 100% value.
- c. Framework Agreement (Rate Contract) will be finalized on total lump sum basis instead of item wise evaluation so that the complete requirement against one project is not split amongst various Suppliers to minimize operational difficulty.

a) GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be applicable for order splitting and order finalization.

b) The quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.

c) Overall (%) quantity variation: The variation on overall package value shall be limited to +30% of the Contract value.

d) Suppliers shall Quote for the entire Scope. Partial scope is not acceptable.

e) Suppliers to ensure that Third party/ Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/ certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc. Offer of only those Suppliers shall be considered further, who meets the PQR criteria. Suppliers to furnish latest verification details for checking veracity of document(s) by BHEL. In case the same found not available, Buyer has right to reject such document from evaluation. Format for the same is below: -

Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief Work of	Completion Date

f) All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.



g) If Supplier mentions Not Applicable/ Not required/ Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

33. GeM Seller ID shall be mandatory before placement of order/award of Contract to the successful Supplier.

34. Supplier to quote non-zero Freight charges (anywhere in India) in percentage (%) of their quoted Total Ex-Works prices of Supply.

35. All Suppliers to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.

36. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.

37. All Suppliers to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Supplier(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 Supplier is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

38. The offers of the Suppliers who are under suspension as also the offers of the Suppliers, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

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

1.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the Contract. BHEL will during the tender process treat all Supplier(s) in a transparent and fair manner, and with equity.

1.2 Commitment by Supplier/ Supplier/ Contractor:

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

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

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

If any Supplier/ supplier/ Contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such Supplier/ supplier/ Contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".

39. Conflict of interest: All Suppliers are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the Supplier.

40. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.



41. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical PQRs (Part of Tech. Spec.)
- Sub Supplier Questionnaire
- Bank Guarantee Format
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Integrity Pact
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

42. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

43. Grievance Redressal Mechanism

To promote transparency and ensure fair treatment of all Suppliers, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.

44. All Suppliers / Contractors of BHEL are informed that the facility for **online invoice registration and document uploading has been enabled in the **SUVIDHA Portal** (<https://suvidha.bhel.in/suvidha/>). With effect from **01-October-2025**, it shall be mandatory for all Suppliers / Contractors of BHEL to **register** their invoices to be **exclusively through the system** along with the requisite documents.**

45. Terms & Conditions: - The Terms & Conditions shall be as per enclosed Special Conditions of the Contract (copy enclosed), GCC Rev. 07 and Corrigendum 01, 02 & 03 to GCC Rev. 07 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.

46. All other terms and conditions shall be as per Special Conditions of Framework Agreement (Rate Contract), GCC Rev. 07 and Corrigendum 01, 02 & 03 to GCC Rev. 07.

In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be as mentioned in clause no. 36 of GCTC of GCC Rev 07.

47. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Kumar Suman Saurabh/ Mgr.-CMM
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-mail: sumansaurabh@bhel.in
Contact No.: 9718771765

Manish Kumar Sinha / Sr. Manager-CMM
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-mail: manish.sinha@bhel.in
Contact No.: 0120-6748120



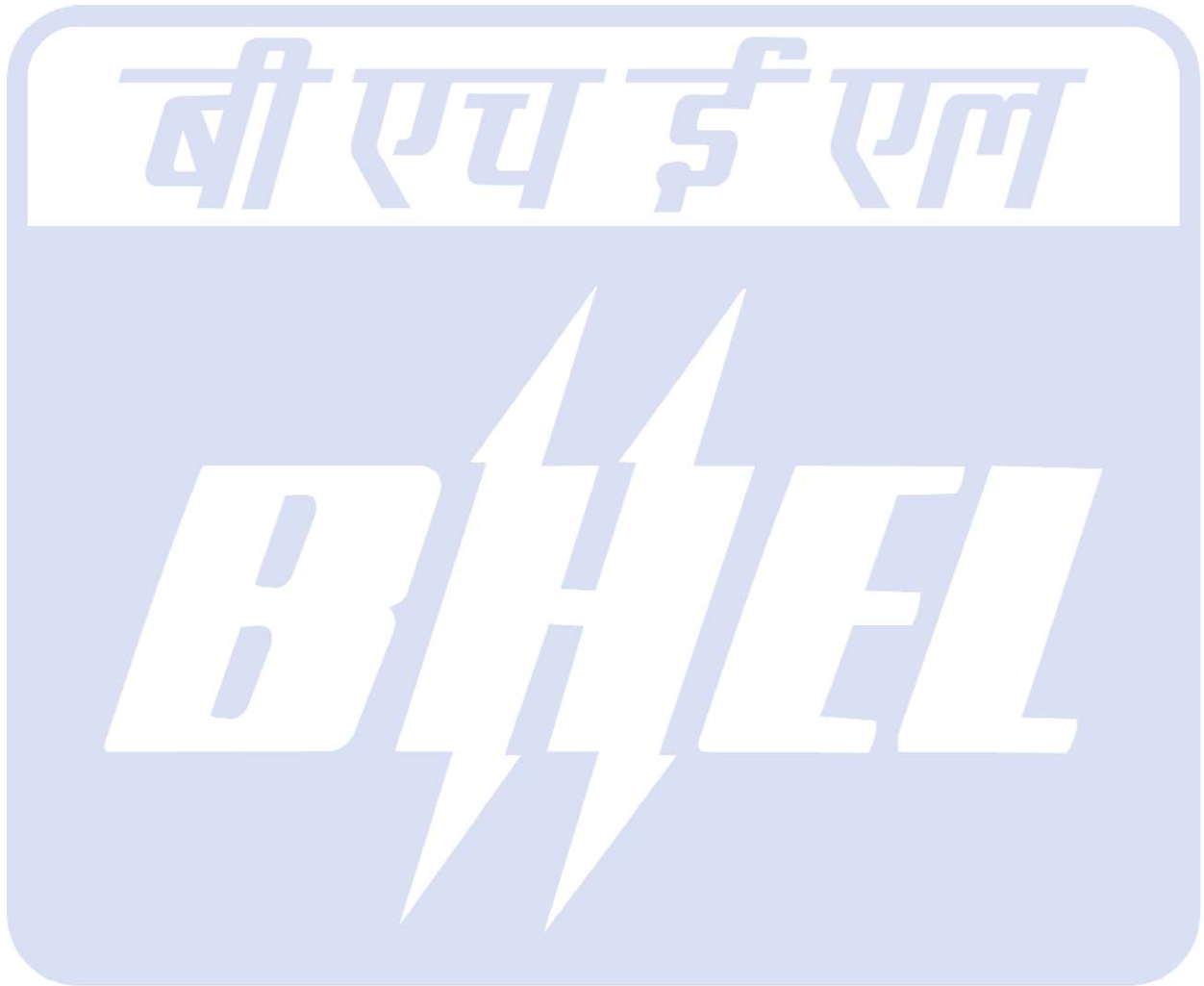
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PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.

Thanking You.

For and on behalf of BHEL

Kumar Suman Saurabh
Manager/ CMM/ PEM Noida





PROJECT: Framework Agreement (Rate Contract) of TREFOIL CLAMP
PACKAGE: TREFOIL CLAMP

Undertaking for Conflict of Interest

Treatment of cases regarding conflict of interest:

The Supplier notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The Supplier (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A Supplier participates in more than one bid in this tender process. Participation in any capacity by a Supplier (including the participation of a Supplier as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Supplier declares that they have read and understood the above aspects, and the Supplier confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Supplier(s), in this regard. 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 Supplier is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**

Signature of the Authorised Signatory

VOLUME -II
TECHNICAL SPECIFICATION
FOR
TREFOIL CLAMP

SPECIFICATION NO: *PE-RC-999-507-E015*

REVISION: 00



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA, UP (INDIA) – 201301



TECHNICAL SPECIFICATION FOR TREFOIL CLAMP

SPECIFICATION NO. PE-RC-999-507-E015

VOLUME II

SECTION

REVISION 00

DATE: 03.04.2025

SHEET 1 OF 1

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Sl. No.	DESCRIPTION	NO. OF SHEETS
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	SPECIFIC TECHNICAL REQUIREMENTS	02
	DATA SHEET – A	01
2.0	SECTION- II	
	STANDARD TECHNICAL REQUIREMENTS	02
	STANDARD DRAWING	01
	STANDARD QUALITY PLAN	02

Total nos. of sheets including cover & separator sheets = 12 sheets



**TECHNICAL SPECIFICATION FOR
TREFOIL CLAMP**

SPECIFICATION NO. PE-RC-999-507-E015

VOLUME II

SECTION I

REVISION 00

DATE: 03.04.2025

SHEET 1 OF 1

COMPLIANCE CERTIFICATE

The bidder shall confirm compliance to the following by signing/ stamping this compliance certificate and furnishing same with the offer.

1. The scope of supply, technical details, construction features, design parameters etc. shall be as per technical specification & there are no exclusion/ deviation with regard to same
2. There are no deviation with respect to specification.
3. Only those technical submittals which are specifically asked for in NIT to be submitted at tender stage shall be considered as part of offer. Any other submission, even if made, shall not be considered as part of offer.
4. Any comments/ clarifications on technical/ inspection requirements furnished as part of bidder's covering letter shall not be considered by BHEL, and bidder's offer shall be construed to be in conformance with the specification.
5. Any changes made by the bidder in the price schedule with respect to the description/ quantities from those given in 'BOQ-Cum-Price schedule' shall not be considered (i.e., technical description and Quantities as per specification shall prevail).

BIDDER'S STAMP & SIGNATURE



**TECHNICAL SPECIFICATION FOR
TREFOIL CLAMP**

SPECIFICATION NO. PE-RC-999-507-E015

VOLUME II

SECTION I

REVISION 00

DATE: 03.04.2025

SECTION – I

SPECIFIC TECHNICAL REQUIREMENTS



TECHNICAL SPECIFICATION FOR TREFOIL CLAMP

SPECIFICATION NO. PE-RC-999-507-E015

VOLUME II

SECTION I

REVISION 00

DATE: 03.04.2025

SHEET 1 OF 3

1.0 PURPOSE

This specification is intended for finalization of rate contract between BHEL-PEM and Bidder. Standard technical detail as indicated in the specification shall be agreed upon between BHEL- PEM and bidder. Project specific technical detail shall be made available to the bidder along with project enquiry.

2.0 SCOPE OF ENQUIRY

- 2.1 Design, manufacture, inspection and testing at manufacturer's works, proper packing and delivery to site of Trefoil Clamp conforming to this specification.
- 2.2 It is not the intent to specify herein all the details of design & manufacture of material. However, the material shall conform in all respects to high standard of design, engineering and workmanship and shall be capable of performing in continuous commercial operation at site conditions.
- 2.3 Technical details of trefoil clamps are indicated in Data sheet-A & section-II .
- 2.4 The stipulation of Data Sheet-A shall prevail in case of any conflict between the stipulations of Data Sheet-A & Section-II.

3.0 BILL OF QUANTITIES

- 3.1 The bidder to quote for items as per price schedule attached with NIT.
- 3.2 Supplier to give the following undertaking in BOM: "The BOM provide herewith completes the scope (in content and intent) of material supply under P.O No.-----, dated -----. Any additional material which may become necessary for the intended application of the supplied item(s)/ package will be supplied free of cost in most reasonable time."

4.0 DRAWINGS & DOCUMENTS TO BE SUBMITTED

- 4.1 Documents required to be submitted by the bidder along with the Technical offer: -
 - a) Type test report as per data sheet-A. Test Report should not be older than 16 Dec 2019.
- 4.2 After rate contract; against specific project requirement following information shall be furnished by BHEL: -
 - a) BOQ (Bill of Quantities)



TECHNICAL SPECIFICATION FOR TREFOIL CLAMP

SPECIFICATION NO. PE-RC-999-507-E015

VOLUME II

SECTION I

REVISION 00

DATE: 03.04.2025

SHEET 2 OF 3

4.3 Documentation Requirement

DRAWINGS & DOCUMENTS TO BE SUBMITTED BY ALL THE BIDDERS ALONG WITH THE BID

Sl. No.	DOCUMENT TITLE
1	PQR CREDENTIALS
2	COMPLIANCE SHEET

DRAWINGS & DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT ALONG WITH SUBMISSION SCHEDULE

Sl. No.	DOCUMENT TITLE	Document Number	SUBMISSION SCHEDULE		
			Vendor submission (Days)*	BHEL Comment (Days)	Vendor resubmission (Days)#
I	Primary documents				
1	TECHNICAL DATA SHEET OF CABLE TREFOIL CLAMP	PE-V0-XXX-507-E001	7	3	2
2	GA OF CABLE TREFOIL CLAMP	PE-V0-XXX-507-E002	7	3	2
3	QUALITY PLAN FOR CABLE TREFOIL CLAMP (*)	PE-V0-XXX-507-E901	7	3	2
4	TYPE TEST REPORT/ CERTIFICATES	PE-V0-XXX-507-E003	7\$	3	2

NOTES:

- * 1st submission within indicated days from date of purchase order.
- # Submission (within indicated days) after incorporating all BHEL comments.
- Primary documents shall be considered for Delay analysis
- \$ 1st submission within indicated days from date of purchase order (in case Type test report is available)/ from the date of conduction tests.

(*) Quality plan for Nylon-6 Trefoil clamp & typical drawing of Trefoil clamp (Nylon-6) is attached with this specification. In case bidder is offering Aluminium alloy Trefoil clamp or FRP Trefoil Clamp, then bidder to submit the QP for the same.

DRAWINGS & DOCUMENTS TO BE SUBMITTED AS FINAL/AS-BUILT DOCUMENT

Sl. No.	DOCUMENT TITLE
1	APPROVED DOCUMENTS (i.e TECHNICAL DATA SHEET & GA OF CABLE TREFOIL CLAMP)
2	APPROVED QUALITY PLAN
3	ALL TEST CERTIFICATES

5.0 Technical Requirements

- Trefoil Clamps for single core cables shall be nylon and shall include necessary fixing accessories like G.I nuts, bolts, washers etc. Trefoil clamps shall have adequate mechanical strength to withstand the forces generated by the peak value of maximum system short circuit of 125 KA.
- Clamps should have been type tested for Short Circuit Withstand Test.



**TECHNICAL SPECIFICATION FOR
TREFOIL CLAMP**

SPECIFICATION NO. PE-RC-999-507-E015

VOLUME II

SECTION I

REVISION 00

DATE: 03.04.2025

SHEET 3 OF 3

DATA SHEET - A

S.NO.	Technical Parameters					
1	Voltage grade	33kV	11kV	6.6kV	3.3kV	1.1kV
1.1	Application	Indoor & Outdoor				
1.2	Material	Pressure Die cast Aluminium or Fibre glass or Nylon-6				
1.3	Hardwares (like nuts, bolts, washer etc)	Hot Dip Galvanised / Zinc Passivated / Cadmium Plated				
2.	Type and Design	Generally conforming to Drg. No. PE-DG-999-507-E015				
3.	Sizes	To suit the ODs of cables (including tolerances in ODs) as per BOQ cum price schedule.				
4.	Short Circuit Current Value	125 kA (peak)				



**TECHNICAL SPECIFICATION FOR
TREFOIL CLAMP**

SPECIFICATION NO. PE-RC-999-507-E015

VOLUME II

SECTION II

REVISION 00

DATE: 03.04.2025

SECTION-II

STANDARD TECHNICAL REQUIREMENTS



TECHNICAL SPECIFICATION FOR TREFOIL CLAMP

SPECIFICATION NO. PE-RC-999-507-E015

VOLUME II

SECTION II

REVISION 0

DATE: 03.04.2025

Sheet 1 of 1

1.0 CODES AND STANDARDS

- 1.1 The material shall comply with all currently applicable safety codes and statutory regulations of India as well as of the locality where the material is to be installed.
- 1.2 The design, material, construction, manufacture, inspection and testing of Trefoil clamp shall conform to the latest revision of relevant standards and codes of practices.

2.0 TECHNICAL REQUIREMENTS

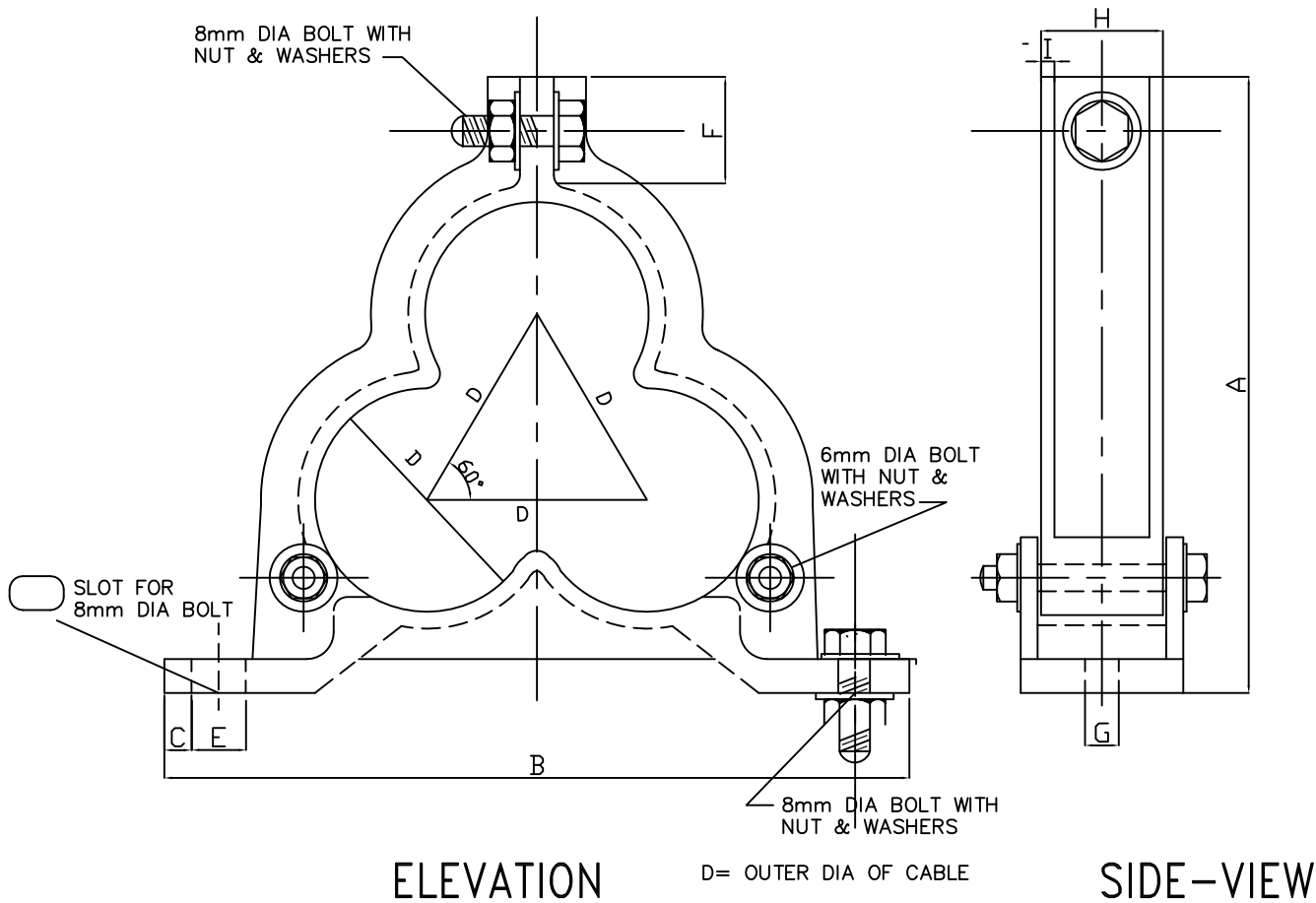
- 2.1 Technical particulars of Trefoil Clamp are specified in Datasheet-A.
- 2.2 The trefoil clamps shall be designed & manufactured in accordance with the best engineering practices and shall be suitable for intended purpose.
- 2.3 The Nylon – 6 trefoil clamps shall meet the following requirements
- a) High mechanical strength
 - b) Resistance to chemicals
 - c) Non-hygroscopic
 - d) Fire retardant
- 2.4 Bolts, nuts & washers used shall be hot dip galvanised / zinc passivated / cadmium plated.

3.0 QUALITY ASSURANCE, TESTING & INSPECTION

- 3.1 Bidder shall confirm compliance with the BHEL's Standard Quality Plan (PE-QP-999-507-E009) as attached with the specification without any deviations. At contract stage, the successful bidder shall submit the Quality Plan for BHEL/ ultimate customer's approval. In case bidder has reference, Quality Plan agreed with ultimate customer, same can be submitted for specific project after award of contract for BHEL/ ultimate customer's approval. There shall be no commercial implication to BHEL on account of minor changes during QP approval.
- 3.2 All materials shall be procured, manufactured, inspected and tested by vendor/ sub-vendor as per approved Quality Plan.
- 3.3 The supplier shall perform all tests necessary to ensure that the material and workmanship conform to the relevant standards and comply with the requirements of the specification. Charges for all these tests for all the equipments & components shall be deemed to be included in the bid price.
- 3.4 The bidder shall furnish the reports of all the type tests carried out, which shall conform to the latest revision of relevant standards. These reports should be for the tests conducted either in government approved third party laboratory or witnessed by client (such as major utilities/ industries) on identical/ similar items to those ordered under this contract.

4.0 PACKING

Trefoil Clamp shall be packed in strong plastic bags/ strong card board container/ gunny bags to protect it against damage during transit, storage for prolonged periods and handling. It shall have proper marking over the box for easy identification.



A	B	C	D	E	F	G	H	I	CABLE SIZE

- NOTES:-**
- TREFOIL CLAMPS SHALL BE OF MOULDED TYPE OF NYLON MATERIAL (NYLON-6) TYPE.
 - ALL SHARP EDGES, CORNERS AND ENDS SHALL BE ROUNDED SMOOTH.
 - ALL BOLTS, NUTS & WASHERS SHALL BE HOT DIP GALVANISED/ZINC PASSIVATED/CADMIUM PLATED.
 - MOULDING/ CASTING TOLERANCE OF TREFOIL CLAMPS SHALL BE LIMITED TO ±5%.
 - ALL DIMENSIONS ARE IN MM.
 - ALL BOLTS WITH NUTS AND WASHERS REQUIRED FOR ASSEMBLING TREFOIL CLAMP & FOR FIXING OVER CABLE TRAY SHALL BE IN VENDOR'S SCOPE & SHALL BE SUPPLIED ALONG WITH TREFOIL CLAMP.

REVISIONS				
		NAME	DATE	

DRG. DESCRIPTION
TYPICAL DETAIL OF CABLE TREFOIL CLAMP

DRG. NO. PE-DG-999-507-E015



BHARAT HEAVY ELECTRICALS LTD.
PROJECT ENGINEERING MANAGEMENT
NOIDA

	MANUFACTURER/ BIDDER/ SUPPLIER NAME & ADDRESS	STANDARD QUALITY PLAN		SPEC. NO :		DATE:	
		CUSTOMER :		QP NO.: PE-QP-999-507-E009, REV. 01		DATE: 31.07.2020	
		PROJECT:		PO NO.:		DATE:	
		ITEM: TREFOIL CLAMPS		SYSTEM: CABLING		SECTION: II	

SL NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK		REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD		AGENCY			REMARKS
1	2	3	4	5	6		7	8	9	* D	**			
					M	C/ N					M	C	N	
1.0 RAW MATERIAL														
1.1	NYLONE-6	1. TENSILE STRENGTH	MA	PHYSICAL TEST	LOT WISE	-	MANUFACTURERS STANDARD	MANUFACTURERS STANDARD/SUPPLIER TEST CERTIFICATE	TEST CERTIFICATE	√	P/ V	V	V	
		2.MELTING POINT	MA	PHYSICAL TEST	LOT WISE	-	MANUFACTURERS STANDARD	MANUFACTURERS STANDARD	TEST CERTIFICATE	√	P	V	V	
2.0 FINISHED ITEMS														
2.1	TREFOIL CLAMPS	1. FINISH	MA	VISUAL	IS 2500 (PART 1) LEVEL S4	IS 2500 (PART 1) LEVEL S4	BHEL APPROVED DRG.	BHEL APPROVED DRG.	INSP.REPORT	√	P	W	W	
		2. DIMENSION	MA	MEASUREME NT	IS 2500 (PART 1) LEVEL S4	IS 2500 (PART 1) LEVEL S4	BHEL APPROVED DRG.	BHEL APPROVED DRG.	INSP.REPORT	√	P	W	W	
		3.TEMPERATURE CYCLE TEST	MA	PHYSICAL TEST	3 NOS. OF EACH SIZE	3 NOS. OF EACH SIZE	REFER NOTE - 1	REFER NOTE - 1	INSP.REPORT	√	P	W	W	
		4.LOAD BEARING TEST	MA	PHYSICAL TEST	3 NOS. OF EACH SIZE	3 NOS. OF EACH SIZE	REFER NOTE - 2	REFER NOTE - 2	INSP.REPORT	√	P	W	W	
		5.PACKING	MA	VISUAL	100%	100%	BHEL APPROVED DRG.	BHEL APPROVED DRG.	INSP.REPORT	√	P	W	-	Refer note-3

Note: In case bidder is offering Aluminium alloy Trefoil clamp, then bidder to submit the QP for the same.

BHEL					
ENGINEERING			QUALITY		
Prepared by:	Sign & Date		Checked by:	Sign & Date	Name
Reviewed by:		MANISH SHUKLA	Reviewed by:		R.K. JAISWAL

BIDDER/ SUPPLIER	
Sign & Date	
Seal	

FOR CUSTOMER REVIEW & APPROVAL			
Doc No:			
	Sign & Date	Name	Seal
Reviewed by:			
Approved by:			

	MANUFACTURER/ BIDDER/ SUPPLIER NAME & ADDRESS	STANDARD QUALITY PLAN		SPEC. NO :	DATE:
		CUSTOMER :		QP NO.: PE-QP-999-507-E009, REV. 01	DATE: 31.07.2020
		PROJECT:		PO NO.:	DATE:
		ITEM: TREFOIL CLAMPS	SYSTEM: CABLING	SECTION: II	SHEET 2 OF 2

NOTES:

1. The clamps, in unassembled condition, shall be subjected to temperature cycle test as follows:

The clamps shall be put into boiling water at a temp. of 90 to 100 degree centigrade for 15 minutes. After this, they shall be taken out and put immediately in cold water at room temp where they will be allowed to cool for 15 minutes. The entire test will comprise of 5 transfers, ie; cold to hot, hot to cold, cold to hot, hot to cold and cold to hot. After the test, the clamps should show no signs of deformity or breakage.

2. After temperature cycle test, the same materials have to go undergo this test.

Samples have to be fixed and should apply loads of 25kg, 45kg and 75kg for cable OD up to 40mm, 40 to 60mm and above 60mm respectively on each side one by one for 1 minute. And then apply 10kg, 15kg and 20kg loads respectively as mentioned above in the centre for 1 minute. There should not be any breakage / deformity in the samples after the above process.

3. Photographs of Trefoil clamp after packing to be sent to BHEL purchase group for review before issuing of MDCC.

4. Project specific Quality plan to be developed based on customer requirement.

5. BHEL reserves the right for conducting repeat test if required.

6. For export job, BHEL specification for seaworthy packing for export job to be followed.

7. Packing shall be suitable for storage at site in tropical climatic conditions.

8. Latest revision /year of issue of all the standards (IS/ASME/IEC etc.) indicated in the QP shall be referred.

LEGENDS:

*RECORDS, IDENTIFIED WITH "TICK"(✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION, **D:** DOCUMENTATION

** **M:** SUPPLIER/ MANUFACTURER/ SUB-SUPPLIER, **C:** MAIN SUPPLIER/ BHEL/ THIRD PARTY INSPECTION AGENCY, **N:** CUSTOMER,

P: PERFORM, **W:** WITNESS, **V:** VERIFICATION, AS APPROPRIATE

MA: MAJOR, **MI:** MINOR, **CR:** CRITICAL

BHEL						BIDDER/ SUPPLIER		FOR CUSTOMER REVIEW & APPROVAL			
ENGINEERING			QUALITY			Sign & Date		Doc No:			
	Sign & Date	Name		Sign & Date	Name	Seal			Sign & Date	Name	Seal
Prepared by:		M. MEENA	Checked by:		KUNAL GANDHI						
Reviewed by:		MANISH SHUKLA	Reviewed by:		R.K. JAISWAL						



**PRE-QUALIFICATION REQUIREMENTS FOR
TREFOIL CLAMPS (RATE CONTRACT)**

PE-PQ-RC-507-E005

REVISION NO. 0

DATE 09.04.2025

Page 1 of 1

ITEMS: Trefoil Clamps

Vendor may be considered for evaluation for one or more of the following type of trefoil clamps:

Type 1 – Nylon – 6 material

Type 2 – Aluminium alloy

Type 3 – FRP

SCOPE SUPPLY: YES;

ERECTION & COMMISSIONING: NO;

1	Manufactured & supplied applicable type of trefoil clamps for single core cable of minimum overall dia. of 50 mm.
2	Availability of type test certificates (for short circuit at 125kA peak or above) for the applicable type of trefoil clamps.
3	Vendor should have in-house manufacturing & testing facility for applicable type of trefoil clamps.
4	Manufacturing capacity of 25000 nos. per month for the applicable type of trefoil clamps.
5	Manufactured & supplied at least 75000 nos. trefoil clamps of applicable type in one or more orders.
6	Minimum two (2) nos. purchase orders for trefoil clamps of applicable type shall be submitted which should not be more than five (5) years old from the date of techno-commercial bid opening for establishing continuity in business.

Notes (General points of PQR):

1. Consideration of offer shall be subject to customer's approval of bidders, if applicable.
2. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self- attested English translated document should also be submitted.
3. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
4. After satisfactory fulfilment of the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of tender.
5. Attached annexure (Annexure-I) to be filled by the bidder on quality & general terms. Requisite documents (like factory registration certificate, R&D set-up details etc.) asked in Annexure-I, shall also be attached as Annexure-F2.1 to Annexure-F2.17 along with the filled response in Annexure-I.

PREPARED BY:


CHANDRAJEEV RATHAUR

(MANAGER)

CHECKED BY:


ANKUR ARORA

(SR. MANAGER)

REVIEWED BY:


AYAN SAHA

(DGM)

APPROVED BY:


DEBASISA RATH

GM (DH-ELECT)



ANNEXURE-I

SUB-VENDOR QUESTIONNAIRE

i.	Item/Scope of Sub-contracting			
ii.	Address of the registered office	Details of Contact Person (Name, Designation, Mobile, Email)		
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured	Details of Contact Person: (Name, Designation, Mobile, Email)		
iv.	Annual Production Capacity for proposed item/scope of sub-contracting			
v.	Annual production for last 3 years for proposed item/scope of sub-contracting			
vi.	Details of proposed works			
1.	Year of establishment of present works			
2.	Year of commencement of manufacturing at above works			
3.	Details of change in Works address in past (if any)			
4.	Total Area			
	Covered Area			
5.	Factory Registration Certificate	Details attached at Annexure – F2.1		
6.	Design/ Research & development set-up (No. of manpower, their qualification, machines & tools employed etc.)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2 (if applicable)		
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)	Details attached at Annexure – F2.3		
8.	After sales service set up in India, in case of foreign sub-vendor (Location, Contact Person, Contact details etc.)	Applicable / Not applicable Details attached at Annexure – F2.4		
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any	Details attached at Annexure – F2.5		
10.	Sources of Raw Material/Major Bought Out Item	Details attached at Annexure – F2.6		
11.	Quality Control exercised during receipt of raw material/BOI, In-process, Final Testing, packing	Details attached at Annexure – F2.7		



ANNEXURE-I

SUB-VENDOR QUESTIONNAIRE

12.	Manufacturing facilities (List of machines, special process facilities, material handling etc.)	<i>Details attached at Annexure – F2.8</i>
13.	Testing facilities (List of testing equipment)	<i>Details attached at Annexure – F2.9</i>
14.	If manufacturing process involves fabrication then-	<i>Applicable / Not applicable</i>
	List of qualified Welders	<i>Details attached at Annexure – F2.10</i>
	List of qualified NDT personnel with area of specialization	<i>(if applicable)</i>
15.	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses	<i>Applicable / Not applicable</i> <i>Details attached at Annexure. –F2.11</i> <i>(if applicable)</i>
16.	Supply reference list including recent supplies	<i>Details attached at Annexure – F2.12</i> <i>(as per format given below)</i>
Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)
		PO ref no/date
		Supplied Quantity
		Date of Supply
17.	Product satisfactory performance feedback letter/certificates/End User Feedback	<i>Attached at annexure - F2.13</i>
18.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) <i>Note:- Reports need not to be submitted</i>	<i>Applicable / Not applicable</i> <i>Details attached at Annexure – F2.14</i> <i>(if applicable)</i>
19.	Statutory / mandatory certification for the proposed product	<i>Applicable / Not applicable</i> <i>Details attached at Annexure – F2.15</i> <i>(if applicable)</i>
20.	Copy of ISO 9001 certificate (if available)	<i>Attached at Annexure – F2.16</i>
21.	Product technical catalogues for proposed item (if available)	<i>Details attached at Annexure – F2.17</i>
Name:	Desig:	Sign:
		Date:

Company's Seal/Stamp:-

PACKAGE: TREFOIL CLAMP
PROJECT: FRAMEWORK AGREEMENT (RATE CONTRACT)
ENQUIRY NO.:77/25/6181/SUM dated 31.10.2025
SUPPLIER NAME:

S.No.	ITEM CODE	ITEM DESCRIPTION	UOM	ORDER QUANTITY	UNIT PRICE(EX-WORKS) (INR)	TOTAL PRICE (EX-WORKS) (INR)	FREIGHT CHARGES (EXCLUDING GST) @ ____% OF TOTAL EX-WORKS	FREIGHT CHARGES EXCLUDING GST (INR)	Applicable GST @ ____% (on "Total EX-WORKS + FREIGHT")	GST (INR)	TOTAL F.O.R. SITE PRICE (INR)
1	507-180120-00-A	OUTER DIA 25.1 - 30	NOS	6,820	#VALUE!	#VALUE!		#VALUE!		#VALUE!	#VALUE!
2	507-180121-00-A	OUTER DIA 30.1 - 35	NOS	77,900	#VALUE!	#VALUE!		#VALUE!		#VALUE!	#VALUE!
3	507-180132-00-A	OUTER DIA 33.6 - 39	NOS	7,100	#VALUE!	#VALUE!		#VALUE!		#VALUE!	#VALUE!
4	507-180122-00-A	OUTER DIA 35.1 - 40	NOS	55,770	#VALUE!	#VALUE!		#VALUE!		#VALUE!	#VALUE!
5	507-180123-00-A	OUTER DIA 40.1 - 45	NOS	1,65,590	#VALUE!	#VALUE!		#VALUE!		#VALUE!	#VALUE!
6	507-180124-00-A	OUTER DIA 45.1 - 50	NOS	2,18,280	#VALUE!	#VALUE!		#VALUE!		#VALUE!	#VALUE!
7	507-180135-00-A	OUTER DIA 47.1 - 52	NOS	35,950	#VALUE!	#VALUE!		#VALUE!		#VALUE!	#VALUE!
8	507-180125-00-A	OUTER DIA 50.1 - 55	NOS	1,51,150	#VALUE!	#VALUE!		#VALUE!		#VALUE!	#VALUE!
TOTAL EX-WORKS PRICE IN FIGURE (in INR) (for X)						X		#VALUE!		#VALUE!	#VALUE!

TOTAL EX-WORKS PRICE IN WORDS (INR) (for X)

Notes :

- Supplier has to quote only Total Price 'X'. Based on this Price, Unit Price shall be derived for all items as per the formula indicated above.
- Supplier to quote Freight charges in percentage of their quoted Total Ex-works Prices. Supplier to give single % of freight charges considering delivery anywhere in India in the freight column. Supplier has to give same % of freight for each line item. Further, Supplier to quote non-zero freight %.
- In case of mismatch between quoted Total Ex-works price in Figures and Words, quoted price words shall prevail.

[illegible]



BHEL / PEM / CMM
SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT)

SPECIAL CONDITION CONTRACT OF RATE CONTRACT FOR TREFOIL CLAMPS

1. BHEL/PEM intends to enter into Framework Agreement (Rate Contract) for Trefoil Clamps package. Framework Agreement (Rate Contract) Validity for ordering shall be two years from the purchase order for Rate Contract.
2. BHEL-PEM will place purchase order for Framework Agreement (Rate Contract) only on suppliers who are registered with BHEL-PEM. Bidders who are not registered with BHEL-PEM needs to apply & get registered for subject package with PEM before Reverse Auction & hence they need to apply online for registration on PEM web portal & have to enclose acknowledgement with the bid documents else their bid may not be considered for evaluation.

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.pem.bhel.com -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

3. Framework Agreement (Rate contract) is proposed to be done with 2 suppliers in ratio of 70:30 value wise at L1 FOR site price (Ex-works + freight) for this package. However, order for a project shall not be split.
4. Quantity variation shall be applicable as + 30 % of the contract value. Bidders shall be informed that the quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.
5. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of Trefoil Clamps required at various BHEL project sites. All bidders will be informed the following –
 - a) As and when requirement arises, the concerned Project Groups of BHEL-PEM will place order directly on the supplier against the Framework Agreement (Rate Contract).
 - b) The drawings/ documents submission & approval, submission of Performance Security/Performance Bank Guarantee, submission of invoices, processing and release of payment after supply of material shall be dealt as per Framework Agreement (Rate Contract) contract terms and shall be directly done with Project Groups which has placed purchase order noted at sl.no. (a) above.
6. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC
7. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing order for a specific project based on the Rate Contract.
8. The prices shall be FIRM during the period of two years. Any further extension can be done on mutual consent.
9. Inspection of materials shall be carried out by BHEL/CQA and or by Customer or by an authorized agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/Customer MDCC. It is responsibility of vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.



BHEL / PEM / CMM
SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT)

Items have to be manufactured as per specification and supplied strictly in accordance with the approved BHEL / Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL / Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.

10. Other terms and conditions shall be as per Standard Technical specification no. PE-RC-999-507-E015 Rev 00, GCC Rev 07 & Corrigenda 01, 02& 03 to GCC Rev 07, Enquiry letter.
11. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
12. Tentative quantity is given in enquiry.
13. Bidders to submit offer for RC of said items ONLINE via BHEL-GePNIC Portal only. Bidder to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
14. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

**Tentative List of projects for Framework Agreement (Rate Contract) of
TREFOIL CLAMP**

1. 2X800 MW LARA
2. 2X800 MW Singrauli
3. 2X800 MW KODERMA
4. 1X800 MW SIPAT
5. 1X800 MW DARLIPALI
6. 1X800 MW SINGARENI
7. 2X660 MW KORBA WEST
8. 2X660MW KORADI
9. 1X800MW YAMUNANAGAR
10. 2X660MW RAGHUNATHPUR SG
11. 3X800 MW TELANGANA
12. 3X800MW TALABIRA
13. 1X800MW UKAI,



**Declaration by MSE bidders regarding ownership structure along with
UDYAM certificate**

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____ hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liabilities under this guarantee thereafter.

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

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to
- c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Bank Guarantee should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. From Nationalized/Public Sector / Private Sector/ Foreign Banks can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

Format for Local Content Certificate as per MII order

Ref:

Date:

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building,

Plot No 25, Sector -16A

Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of(Package name)

for.....(Project Name) offered by M/s(bidder's name)

having its works/office at has local content of%. Further,

it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 an

M/s..... qualifies as Class-I local supplier.

Further, cost of locally imported items (inclusive of taxes) sourced locally from resellers/ distributors

is Rs and cost of licence/royalty paid/technical expertise cost etc. source from outside of India

is Rs.....

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

Land Border Certificate

Dated:

Tender Title:

This has reference to order no. F.No.7/10/2021-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division. We, M/s _____, confirm the following:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this M/s _____ is not from such a country.

I hereby certify that this M/s _____ fulfills all requirements in this regard and is eligible to be considered.

Signature with Company seal

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 _____

_____ (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 _____

Date _____

Witness: _____
(Name & Address) _____

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

Witness: _____
(Name & Address) _____
