

Instruction to bidders and terms & conditions for supply of Cold Rolled Grain Oriented (CRGO) steel laminations on finished and stacked basis under enquiry (E1453062) for BHEL Bhopal Unit (India) – 209275 kgs.

Offers through GeM's e-procurement portal <https://gem.gov.in> are invited in Two-Part Bid system for purchase of **27HP100 / 27HP100d / 23HP100 / 23HP100d** grade of CRGO Steel laminations on finished and stacked basis as per terms and conditions below.

General: Enquiry will be governed by below mentioned technical and commercial terms for supply of Cold Rolled Grain Oriented (CRGO) steel laminations in BIS grade mentioned below as per IS 3024:2015. The supplies against this enquiry shall be subject to GeM's general Terms and conditions of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry.

1. Technical terms and condition detailed herein (**27HP100 / 27HP100d / 23HP100 / 23HP100d** or equivalent or superior) mentioned under scope of contract will govern supply of CRGO Laminations. Requirement is for Powergrid Corporation (PGCIL) jobs for 420kV class transformers and acceptance criteria will be as per PGCIL norms.

2. Quantity & bid evaluation: Tentative requirement is as under:

(all quantities in kgs)

It. No	Item description	Per set qty.	Total no. of sets	Total qty.	Total qty. with+1% tolerances.	Tentative delivery at BHEL Bhopal		
1	CRGO laminations in grade 27HP100 / 27HP100d / 23HP100 / 23HP100d, equivalent or superior in terms of losses as per core computer drg no. 34697000470 rev.04	41855	5	209275	211367.75	2 Sets	83710 kgs	May 2026
						2 Sets	83710 kgs	Jun 2026
						1 Set	41855 kgs	Jul 2026
Total			5	209275	211368.75	5 Sets	209275	

Quantities are subject to variation of +1/-0%. Bidders can also quote adjacent superior grade material (in terms of core losses). Acceptance / rejection of the same shall be in purview of BHEL and as per PGCIL norm. Per set supply quantities are to be restricted between 41855 kgs & 42273.55 kgs & between 209275 kgs & 211367.75 kgs on overall basis.

3. Quantity distribution: Quantity is for 5 sets of CRGO laminations and proposed to be distributed in the ratio detailed below:

Item no.	Number of qualified suppliers = n	Distribution ratio	
1	3 or more	L1	L2
		3 sets	2 sets

Counter Offer: Final accepted rate of L1 bidder shall be counter offered to L2 bidder and beyond as per relative status in tender. On non-acceptance of counter offer by any of the L2 bidders and beyond, counter offer of final L1 rate shall be given to next bidder in sequence of their ranking. Based on the acceptance of counter offer by any two bidders in order of their ranking, quantity shall be distributed in the ratio mentioned above of the total tender quantity. In case, no bidders accept the counter offer, 100% of the quantity for that item shall be awarded to L1 vendor. In case of only two qualified bidders the distribution among the both the bidders depending upon the committed capacity to BHEL, BHEL's production requirement, acceptance to counter offer etc., if any, at the discretion of BHEL.

4. Customer approved laminations & raw material sources: CRGO laminations are to be made from CRGO steel (mother coil) grade (**27HP100 / 27HP100d / 23HP100 / 23HP100d or equivalent or superior in terms of core losses**, acceptance of the same shall be in purview of BHEL and as per PGCIL norms. For subject requirement, both CRGO lamination processor and raw material – CRGO coils supplying mill, must be approved by M/s PGCIL for at least their 420 kV class jobs.

5. PQR (pre-qualifying requirement) conditions:

- **As per attached PQR points along with NIT- E1453062 (Annexure-II).**

Important note:

- All circulars issued by Government of India affecting any of the above conditions directly / indirectly shall supersede the above-mentioned conditions.
- Vendors to fill the Annexure- III with duly signed and stamped along with Bid submission.
- All the Annexures – I, II, III, IV, V & VI to be duly signed and stamped and submit along with part – I bid.

6. Supply conditions: Tentative shipment / delivery shall be within 60 days from Purchase order (PO) OR contractual delivery, whichever is later from date of award of formal PO. Expected shipment dates beyond contractual delivery may change subject to mutual consent. Tentative requirement of material against this enquiry for BHEL- Bhopal is by from May till July 2026.

Laminations are to be cut on CNC cropping line only. CRGO laminations are to be made as per BHEL drawing provided for each purchase order. Number of sheets specified per stack per width should be ensured. Stack height is very important and to be maintained, weight may vary slightly. Clarification should be immediately taken from BHEL Bhopal, if stack height is not achieved. Tolerance of + 1% in total weight per PO will be permissible to achieve required stack height and completeness of laminations. If total weight of laminations required exceeds PO quantity with permissible tolerance, prior approval shall be obtained from Transformer Engineering. All the limbs, Centre leg, side leg, yoke and fishes shall be supplied duly stacked in ready to build to core condition. Clarification, if any, to be taken from TRM/ TRE, BHEL Bhopal.

7. Inspection and Test certificates: -

- I. Supplier shall submit Mill TC of raw material CRGO coils along with commercial documents if required by PGCIL (Bill of lading, Bill of Entry, commercial invoice and packing list etc.) evidencing purchase of genuine CRGO coils for BHEL's lamination job for each purchase order. Mill TC shall be submitted before processing the job for approval / inspection from BHEL QC / PGCIL to avoid any quality complaints in future.
- II. BHEL Quality/ PGCIL /TPIA will review TC or inspect coil at vendor works and accord clearance for processing laminations within 10 days (considering inspection duration and testing of samples at BHEL TSD lab / competent accredited testing lab as per ISO 17025. Certificate shall contain accreditation & Accreditation Symbol) of submission of complete mill TC, clarifications and other documents if required any. Mill TC shall be as per IS 3024:2015. No delivery extension request will be considered in case of delay by supplier in submission of complete documents and clarifications. BHEL will not be responsible for LD penalty due to delay in submission of mill TC or clarifications by vendor.
- III. Test certificates should cover result of tests for mechanical and electrical properties as per IS 3024:2015 for each coil No/ Heat No.
- IV. Dimensions and tolerances shall be as per specifications / IS 3024:2005 and a clause confirming same shall be mentioned clearly in mill TC submitted.
- V. Inspection is to be done before (of prime CRGO coils) and after processing (of finished laminations) by PGCIL and BHEL, Quality or any one agency. Supplier shall give inspection call at least 10 days in advance for both.

NIT (Notice Inviting tender) for E1453062 – CRGO laminations on finished and stacked basis

- VI. Raw material and finished laminations testing are in supplier's scope wherever required as per Quality Plan. Inspection both RM and final shall be as per PGCIL's applicable QA plan.
- VII. Magnetic properties including Maximum specific total loss and magnetic permeability measurement will be done by Single Sheet method (for domain refined grade) and Epstein method (for other grades) as per IS 3024:2015 & acceptance norm as elaborated in IS 3024:2015. For RM stage and final stage inspection as mentioned in concerned Quality Plan, Samples of shall be selected by BHEL/Customer and testing (in the scope of supplier) shall be done in BHEL TSD lab / laboratory having valid accreditation from MRA signatories of ILAC/APLAC against ISO 17025. For final acceptance at BHEL, results obtained at BHEL lab will be final and binding for acceptance of material.
- VIII. TC of CRGO coils shall clearly bear BIS mark with license number of the supplying mill.

7. Tests and procedure: Test certificate shall clearly indicate following information:

- I. Supplier's name, Grade, Identification no., Size and weight, Packet/ Bundle no.
- II. Test results of dimensions and tolerances
- III. Details of insulation coating
- IV. Type test as required
- V. Properties of specific total loss, magnetic polarization, surface insulation resistance, ductility/ bend test and Stacking factor of each coil. CRGO sampling shall be as per QAP. Separate declaration from Mill for properties not mentioned in TC may also be accepted.
- VI. Results of chemical composition (for information only, if required). Supplier shall enclose one copy of test certificate as per above along with dispatch documents to facilitate clearance/ acceptance of finished laminations. After making core with supplied laminations the core losses shall be measured at BHEL Bhopal in presence of M/s PGCIL.
- VII. It will be reviewed with respect to the Test certificates of raw material / lamination provided by Supplier. Supplier shall be responsible for higher losses if any. In case of higher losses, BHEL reserves the right to reject full lot.
- VIII. Test certificate of CRGO cut laminations should indicate traceability record of CRGO coil, slitting & length dimension, Burr level, Bow level, Edge camber and waviness.
- IX. Testing of RM and cut lamination should be as per IS 649 / IS 3024

8. **Bid opening**: - The 'Techno-commercial' part of the bid i.e. Bid Part – I of the offers shall be opened on the due date of tender opening **on GeM portal**. Clarifications if required on this part may be obtained from the bidders for their evaluation. The Price bid Part-II of such bidders alone shall be opened on a later date **on GeM portal** whose techno-commercial bids are found acceptable. The date of 'Price bid –Part II' opening shall be intimated to technically qualified bidders later.

9. Price finalization shall be done through price bid opening and through reverse auction as per GeM terms and conditions.

10. **Delivery period**: Delivery period shall be quoted in number of Days from PO date or as per agreed commercial conditions. BHEL prefers delivery to be 60 days from date of PO. Early deliveries will be acceptable with mutual consent. Item wise PO shall be placed separately. **Supply requirement against this enquiry for BHEL- BHOPAL shall be from May 2026 till July 2026.**

11. **Terms of delivery**: F.O.R. destination on door delivery basis (BHEL Bhopal).

12. **Levy of Penalty for delayed performance**: As per latest GeM guidelines. On LD recovery, the applicable GST shall also be recoverable from indigenous vendors. Receipt of material at BHEL (CN date i.e., material entry date in BHEL) will be taken as proof of delivery for indigenous bidders.

13. **Replacement of rejected goods**: Final inspection for acceptance of material shall be at BHEL's works after testing in presence of BHEL as well as PGCIL representative during core building stage and results shall be binding on the suppliers. Rejected goods are to be lifted and replacements to be supplied immediately free of cost by the vendor as per latest GeM guidelines.

14. Payment Terms: - As per latest GeM guidelines.

MSME Suppliers may opt for the below payment terms:

- I. **Micro & Small enterprises** - Within 45 days from receipt & acceptance of materials at BHEL-BHOPAL.
- II. **Medium enterprises** - Within 60 days from receipt & acceptance of materials at BHEL-BHOPAL.
- III. MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System), TReDS benefit can be availed through following platforms: Invoice mart (M/s A. TREDIS limited), M1xchange (M/s Mynd Solutions Pvt Ltd) , M/s RxIL (Receivables Exchange of India Ltd) and DTX (M/s KredX Platform Pvt Ltd) authorized by RBI for TReDS and approved by BHEL. For details please visit respective websites.
- IV. No overdue interest shall be payable by BHEL. Bidder must attach UDYAM certificate along with bid to confirm their category. Bidders intending to avail MSME benefit shall have to submit annexure – V duly filled with sign and seal on their letter head along with other statutory documents.

15. Transit Insurance: - All type of risks to be covered in Insurance policy and in supplier scope only.

16. Validity of Offer: Offer should be valid for a period of 90 days from the date of technical bid opening date for finalization of the contract. In case, validity lower than 90 days is provided, bids shall be liable for rejection.

17. Taxes & Duties: -

- The bidders are requested to furnish the rate and type of duty / taxes as extra applicable to the product under this enquiry in their bid (along with details like HSN, SAC codes, GSTIN no. of vendor etc).
- Indian Bidders-Bidders to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
- Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.

BHEL will avail tax credit as per GST rules. Vendors to note that GST portion of invoice amount shall be released only upon:

- Vendor declaring such invoice in his GSTR – 1 and
- Receipt of goods and tax invoice by the BHEL and
- Confirmation of payment of GST thereon by vendor on GSTN portal
- Above is subject to receipt of goods and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing TC by BHEL.

In case, GST credit is delayed / denied to BHEL due to non / delayed receipt of goods and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case, vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed, subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL. Further, any GST liability arising on BHEL under RCM (Reverse Charge) before actual receipt of goods and / or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law.

18. Integrity Pact: The integrity pact submitted along with the current rate contract will be considered valid for the duration of contract.

- 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.

NIT (Notice Inviting tender) for E1453062 – CRGO laminations on finished and stacked basis

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.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

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

Note: No routine correspondence shall be addressed to the above email ids 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 at sl.no. 25.

19. Short closure: BHEL reserves right to short close the contract for quantities anytime during the tenure of the contract.

20. Fraud prevention policy: Fraud prevention Policy of GeM is to be complied.

21. Compliance to **MAKE IN INDIA circular issued by Gol:**

“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 and amendments issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”

To avail purchase preference under Make in India guidelines, vendor should be categorized as Class 1 supplier. For a vendor to be classified as Class 1 supplier, bidder & their mill from which CRGO coils shall be sourced should submit self-certified declaration about local content (as required for class 1), place of local value addition & percentage of local content in respective letters. Indicative format for such self-declaration is as per annexure – VI.

22. Prevention of conflict of Interest among bidders/agent: Treatment of cases regarding conflict of interest:

The bidder 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:

- 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;
- The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- 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

NIT (Notice Inviting tender) for E1453062 – CRGO laminations on finished and stacked basis

Authorized 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 bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder 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 Bidder declares that they have read and understood the above aspects, and the bidder 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 Bidder(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 Bidder 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.**

23. Corrigendum / addendum: Any corrigendum/addendum related to this tender shall be updated on GeM portal <https://gem.gov.in>. Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.

24. Bidders are advised to read the latest Government circular/OM/Notices etc. issued by Government of India & BHEL (wherever applicable to BHEL, shall be follow).

- i. BHEL's PO conditions for indigenous bidders (attached).
- ii. Latest Order (Public procurement no-4 dtd. 23.02.2023) subject: Restrictions under rule144 (Xi) of general financial rules GFRs, 2017 shall be applicable along with subsequent order issued by Government of India (Ministry of Finance).
- iii. General terms and conditions as per GeM shall be applicable.

25. BHEL shall not be releasing any additional document other than formal PO in case contract is finalized with a bidder. For any queries, please contact the undersigned:

Name:	Dharmendra Singh	Madhurendra Manderwal	Vineet Suman
Designation:	AGM	DGM	Sr. Manager
Department:	CMM – Steel, Copper & FE	CMM – FE & Steel	CMM - Steel
Contact details:	+91 755 – 250 3360	+91 755 – 250 5210	+91 755 – 250 5805
Email:	dharmendra2000@bhel.in	madhurendra@bhel.in	vineetsuman@bhel.in

PQR (Pre-Qualifying requirement) conditions of tender no - E1453062.

Sr. No	Parameters	Vendors compliance (Yes/No)
1.	<p>Suppliers of CRGO laminations must be approved by M/s Power Grid (Component Manufacturers of Power Transformer / Reactor up to 420 kV Class) on tender bid part-1 opening date.</p> <p>Any change in M/s PGCIL status shall be immediately informed to BHEL. Vendors must be approved by M/s PGCIL and if validity extension is pending with PGCIL, same shall be considered for further processing.</p>	
2.	Certificate of conformity: Lamination processor to submit valid certificate of conformity of BIS as on bid part – 1 opening date as per latest quality control order issued by Government of India.	

(Seal & sign of the bidder)

Other salient parameters for compliance in tender E1453062:

Sr. No	Conditions	Vendors compliance/acceptance (Yes/No)
1	Confirmation about UOM (Unit of Measurement) & currency in which you have quoted i.e. INR / kg OR INR / MT.	(Yes / No)
2	Confirm whether you have quoted your rate inclusive of GST. (*please quote rate inclusive of GST only.)	(Yes / No)
3	Acceptance to supplies in tendered BIS grade as per IS 3024: 2015.	(Yes / No)
4	Confirmation that tendered quantity of enquiry has been offered.	(Yes / No)
5	Quoted delivery period. Material requirement shall from May 2026 till July 2026.	(Delivery period to be quoted in no. of days)
6	Acceptance of penalty clause as per standard GeM terms	(Yes / No)
7	Acceptance to quantity distribution clause 3 of annexure - I	(Yes / No)
8	Acceptance to clause 4 of annexure wherein bidder and their mill – both are approved by PGCIL for their 420 kV class jobs.	(Yes / No)
9	Acceptance to bid evaluation criteria as per clause 2 of annexure - I	(Yes / No)
10	Acceptance to general terms and conditions as per GeM.	(Yes / No)
11	Acceptance to fraud prevention Policy of GeM.	(Yes / No)
12	Acceptance of inspection clause: Inspection to be carried out as per applicable QA plan of PGCIL.	(Yes / No)
13	Acceptance of standard payment term of GeM.	(Yes / No)
14	Acceptance to Integrity Pact clauses. Integrity Pact duly signed on each page & filled to be submitted with the offer.	(Yes / No)
15	Acceptance to conflict of interest clause as per sl.no. 22 of annexure – I. Annexure – VI to be submitted duly filled with sign and seal.	(Yes / No)
16	Confirmation that only one grade & type of CRGO steel to be used for manufacturing of one set	(Yes / No)
17	Acceptance that BIS grade CRGO coils shall be sourced from mills holding valid BIS license and from only those approved by PGCIL for their 420 kV class jobs.	(Yes / No)

(Seal & sign of the bidder)

MAKE IN INDIA format (to be filled by OeMs of the participating bidders)

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

MATERIAL MANAGEMENT – STEEL DIVISION

For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

*As per the Provisions of this order, please submit **a self-certification complying with the conditions below on company letterhead duly signed by competent authority.***

I _____, hereby declare on behalf of M/s. _____ that we are participating in the Enquiry No. _____ floated by BHEL, Bhopal (MP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 *with its amendments* and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

(a) A supplier will be treated as “**Class-I Local Suppliers**”, if the items quoted by bidder have local content equal to or more than 50%.

(b) ‘**Local Content**’ means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, **in percent**.

2. I hereby declare that our firm qualifies as “**Class-I Local Suppliers**”.

a. The Local Content in the items quoted under this Enquiry is _____ Percent

b. Details of location(s) in India where this value addition shall be done, is/are as follows:

- (a) _____
(b) _____
(c) _____

(_____)

For M/s. _____

(Seal & Sign)

DECLARATION
(to be given by Bidder)

In pursuant to the Public Procurement Policy for MSEs Order, 2012, I/We declare(s) that My/Our firm is(are) falling under the following MSE category and I/we are submitting documentary evidence/ Govt. Certificate etc. along with UDYAM certificate in support of the same along with the techno-commercial offer.

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

(√ Tick whichever is applicable)

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.

Signature of Authorized Signatory

Name:

Designation:

Stamp / Seal of Firm

DECLARATION
(to be given by Bidder)

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:

- 1) 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.
- 2) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.
- 3) 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 Authorized distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- 4) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder 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.

I/We declares that I/We have read and understood the above aspects, and confirms that such conflict of interest does not exist and undertakes that I/We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(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, I am /We are, 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 Authorized Signatory

Name:

Designation:

Stamp / Seal of Firm

REF DRG NO.

SIGN AND DATE _____

INVENTORY NO.



03	03.9.22	ALTERED		02	19.3.22	ALTERED	-sd-	REV.	01	DATE	18.2.22	ALTERED	-sd-		BHARAT HEAVY ELECTRICALS LTD. BHOPAL	ASSY DRG. 24697000269 W/O. 61203-A-517-01	DRN CKD APPD	NAME S. DUTTA AKSHAY DAVE ARUN KHARE	SIGN -sd- -sd- -sd-	DATE 22.10.21 25.10.21 30.10.21
		CHECKED																		
		APPROVED																		
	ZONE	LENGTH OF OTHER SIDE ADDED FOR ITEM 1,2,3,4,&5			HOLE DETAILS FOR ITEM 3 AND 4 REVISED.			ZONE			DRAWING COMPLETELY REVISED.			TITLE CORE LAMINATION (125 MVAR 420 kV REACTOR FOR POWERGRID)			DRG. NO. 34697000470	REV 04		


SIZE A3

REF DRG NO.

SIGN AND DATE _____

INVENTORY NO.

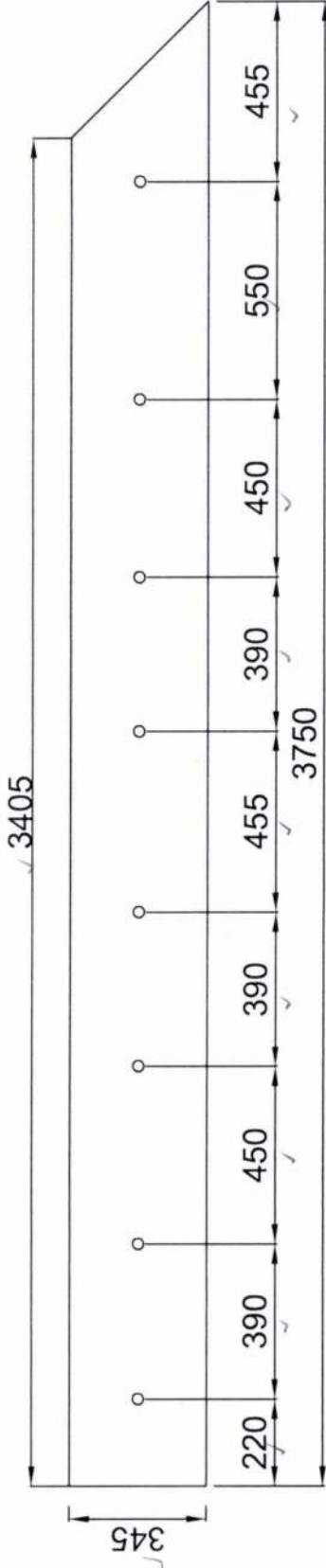


03	ALTERED		02	19.3.22	REV.	DATE	ALTERED	-sd-		BHARAT HEAVY ELECTRICALS LTD. BHOPAL	ASSY DRG. 24697000269 W/O 61203-A-517-01	NAME S. DUTTA AKSHAY DAVE ARUN KHARE	SIGN	DATE					
	CHECKED				01	18.2.22	CHECKED	-sd-											
	APPROVED						APPROVED	-sd-											
ZONE	LENGTH OF OTHER SIDE ADDED FOR ITEM 1,2,3,4,&5			ZONE	HOLE DETAILS FOR ITEM 3 AND 4 REVISED.			DRAWING COMPLETELY REVISED.			TITLE CORE LAMINATION (125 MVAR 420 KV REACTOR FOR POWERGRID)			DRG. NO.	34697000470	REV	04		
																SHEET NO.	02	NO OF SHEETS	03

SIZE A3

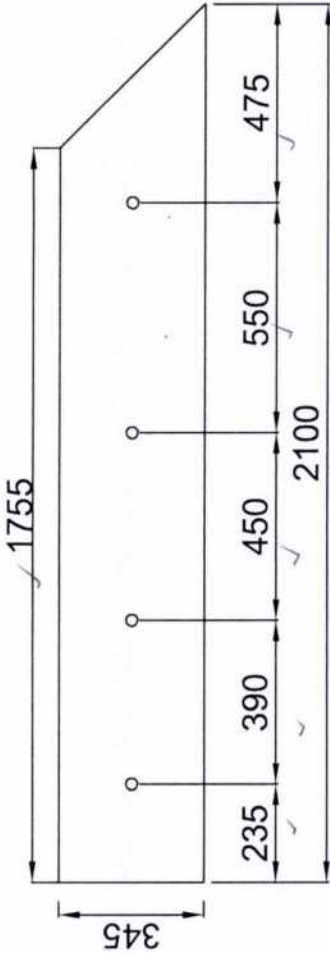
IT. 01

18990 Kg



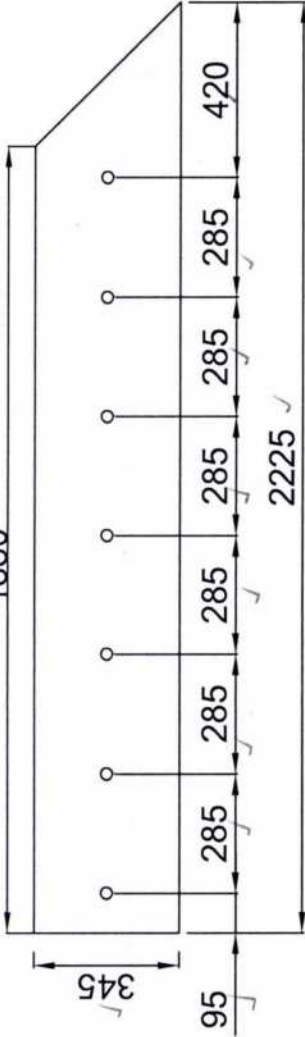
IT. 02

10231.5 Kg



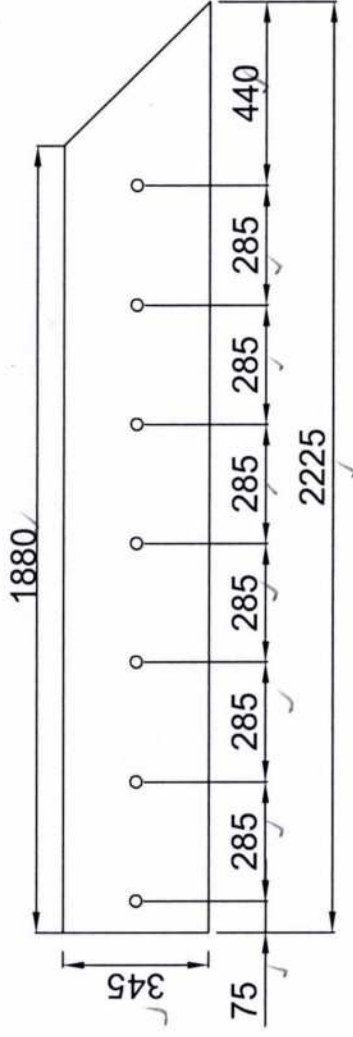
IT. 03

5447.5 Kg



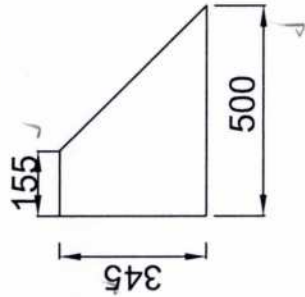
IT. 04

5447.5 Kg



IT. 05

1738.5 Kg




NOTE - HOLES SHALL BE PUNCHED AT CENTER OF LAMINATION WIDTH.

- GRADE OF CORE STEEL : 27HP100 (FOR OTHER GRADE, CONSULT TRE)
- CORE BLADING : 4/4
- HOLE DIA : 29mm
- NET WEIGHT OF CORE STEEL : 41855 KG (WITH SF = 0.970)
- MATERIAL TO BE DRAWN FORM STORE : 42901 KG (INCL. 2.5% WASTAGE)
- CORE TO BE TESTED : 2 KV AC FOR 1 MINUTE
- TOTAL CORE THICKNESS : 1030 MM (LAMINATION TO LAMINATION)

NOTE -

1. EACH PACKET WILL BE BUILT UP WITH FOUR LAMINATION PER LAYER
ALTERNATELY AS PER ARRANGEMENT P-Q.
2. ALL MITRES TO BE CUT AT 45°.
3. FOR TOLERANCES REFER DRG. 34997000055.
4. LAMINATIONS TO BE CUT WITH DIMENSIONS ALONG THE GRAINS OF STEEL.
5. LAMINATIONS TO BE FREE FROM BURRS, DENTS, WAVINESS AND RUST.
6. FOR DE LINKED BOM REFER COMPUTER BOM NO. 34697000470.

R04 / 02.02.24 / A.DAVE - COMMENT FOR GRADE OF STEEL REVISED.

	03	ALTERED	03.9.22	02	ALTERED	19.3.22	-sd-	REV.	DATE	ALTERED	-sd-	01	18.2.22	ALTERED	-sd-		BHARAT HEAVY ELECTRICALS LTD. BHOPAL	ASSY DRG. 24697000269 W.O. 61203-A-517-01	NAME S. DUTTA AKSHAY DAVE ARUN KHARE	SIGN	DATE			
		CHECKED			CHECKED	-sd-																		
		APPROVED			APPROVED	-sd-																		
ZONE	LENGTH OF OTHER SIDE ADDED FOR ITEM 1,2,3,4,&5.															ZONE		HOLE DETAILS FOR ITEM 3 AND 4 REVISED.		ZONE		DRAWING COMPLETELY REVISED.		
																	TITLE		CORE LAMINATION (125 MVAR 420 kV REACTOR FOR POWERGRID)		DRG. NO.		REV	
																	SHT NO.		03		NO OF SHTS.		04	

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 AS per tender enquiry E1458062 of 50 lakh (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 Bharatiya Nyaya Sanhita (BNS) 2023 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 Bharatiya Nyaya Sanhita (BNS) 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 (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 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 on receipt of any complaint by them from the bidder(s).
- 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 /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 role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 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 Bharatiya Nyaya Sanhita (BNS)/ 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.
- 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. 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. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. 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.


विनीत सुमन / VINEET SUMAN

For & On behalf of the Principal
(Office Seal)

Place

Date

Witness:

(Name & Address)

मधुरेन्द्र मंडार वाल
MADHURENDRA MANDERWAL
उप महाप्रबंधक / DGM
सा.प्र.-विदेशी विनिमय एवं स्टील / C.M.M.-F.E. & STEEL
बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

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.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the panel of IEMs. 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: Vinect Suman
 Deptt: CRM - Steel
 Address: BHEL, Bhopal.
 Phone: (Landline/ Mobile)

Email: vinectsuman@bhel.in
 Fax: _____

(2)
 Name: Madhuzendra Mandarwal
 Deptt: CRM - PE & Steel
 Address: BHEL BHOPAL
 Phone: (Landline/ Mobile)

Email: madhuzendra@bhel.in
 Fax: _____