



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- 77/24/6111/AMI

Date -23-Apr-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	03.05.2025	13:00 IST
	For P-1 bid opening	03.05.2025	16:00 IST
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		
13. Pre-bid Clarification	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time.		
14. Prequalification Requirements	Financial PQR- NA		Technical PQR- YES
15. Delivery terms for Supply	FOR Despatch Station		
16. CIF Content	Not Available		
17. Integrity Applicability	Yes , in line with cl. No. 12 of (ITB) GCC Rev 07, following Independent External Monitors (IEMs) have been appointed by BHEL. Shri Otem Dai, IAS (Retd.) (iem1@bhel.in) Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in) Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)		
18. Delivery terms for Supply	FOR Despatch Station		
19. Delivery Schedule:	As per enclosed annexure A to NIT.		
20. Liquidated Damages (LD):	a) Liquidated Damages (For Main Supply): Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the undelivered portion of main contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of total of 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.

b) Liquidated Damages (For Mandatory Spares): 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 mandatory spares contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of mandatory spares 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.

Note- Total LD (main supply & Commissioning Spares + mandatory spares) shall be limiting to 10% of cumulative total contract value (main supply & Commissioning Spares + mandatory spares) excluding GST.

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

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

22. PVC (Price Variation Clause) shall not be applicable.

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:

Main Supply - As per clause no- 9.1.1 of GCC Rev-07.

Clause no 9.6 (excluding Notes) of GCTC of GCC Rev. 07 shall be read as-

"Suppliers shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.7.2 - 9.7.5:

- 90 days for non-MSME as per MSMED Act.
- 45 days for Suppliers qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act.
- 60 days for Suppliers qualified as Medium Enterprises as per MSMED Act.

25. GST shall be payable extra at actual.

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 an Open Tender enquiry & Reverse Auction participation shall be subject to following condition:

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



The Suppliers who are not registered with BHEL-PEM are required to 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)		No Performance Security (PS) shall be applicable for this Framework Agreement (Rate Contract). However, Suppliers to note that Performance Security shall be submitted for orders placed by the concerned Purchase Department 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:
	PS Applicability	
	I	Initially 10% of the contract value (total Ex-works price excluding PVC). However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by Purchasing Department. Balance 5% of the contract value will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Purchasing Department.
		OR
	II	5% of the contract value (total Ex-works price excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of main supply based on certification by Purchasing Department. Balance 5% of the contract value will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Purchasing Department.
	Validity of PS	As per clause no. 11.0 (except 11.4) of General Commercial Terms and Conditions of GCC Rev 07. Validity mentioned in clause 11. shall be applicable for all allowed instruments of performance security.
	PS Submission	PS should be in favour of BHEL-PEM. Supplier may opt any of the following for submission of Performance Security: -

	<p>Modes of Deposit</p>	<p>Performance security may be furnished in the following forms:</p> <ul style="list-style-type: none"> 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. <p>(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)</p> <p>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.</p>
	<p>Remarks for PS:</p>	<ul style="list-style-type: none"> 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. <p>The Performance Security shall not carry any interest.</p>
<p>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 Rev07 and its Corrigendum)</p>		<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:</p> <ul style="list-style-type: none"> (i) Encashment of security instruments like EMD, Performance Security with executing agency (PEM) 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 (PEM). (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, the same shall be applicable even if issued after the issue of tis NIT, but before opening of Part-II bids against the NIT.
- This package is divisible in nature. The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024 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.
 - a. Provide a certificate (in line with attached draft) giving the percentage of local content.
 - b. Provide the details of the location(s) at which the local value addition shall be made.

31. Purchase preference to MSE Supplier: Yes.

32. Purchase preference to MSE Supplier: 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.

33. Framework Agreement (Rate Contract) Order Splitting

- a. Framework Agreement (Rate contract) shall be done 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) shall be done with 2 suppliers in ratio of 70:30 value wise at L1 FOR site price (Ex-works + freight). However, no splitting shall be done while placing Purchase orders for a project on the basis of Framework Agreement (Rate contract).

Methodology of splitting shall be as per following:

- Quantity for MSE suppliers shall be 30%.
- 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.
- If, L1 is a non-MSE supplier, then L1 Rates (Ex works + Freight) shall be counteroffered to all techno-commercially qualified MSE Suppliers. If no MSE supplier accepts the counter offered price, then the prices shall be counter offered to non- MSE suppliers.
- For non -MSE supplier, In case acceptance of counteroffer is received from more than two Suppliers 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 vendor for 100% value.

While splitting, Quantity shall be rounded off to the nearest integer.

34. Overall (%) quantity variation: Quantity variation shall be applicable as (+)20%, and negative variation shall be unlimited of the contract value. The quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.



35. Tentative quantity for the package required for prospective projects is made part of tender enquiry. However, Suppliers to consider delivery anywhere in India while quoting for this enquiry. List of prospective projects is indicative only, BHEL may ask for delivery anywhere in India for any of the project added in the prospective projects/ existing projects during validity of Framework Agreement (Rate Contract) period.

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

37. Suppliers who fulfil Technical Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those Suppliers shall be evaluated who meet the Technical Pre-Qualifying requirements.

Note: This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package.

40. 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.

41. 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.

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

43. Supplier to quote single non-zero & same freight charges in percentage (%) for all items of BOQ.

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

a) they have controlling partner (s) in common;' or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Supplier; or

e) Supplier participates in more than one bid in this bidding process. Participation by a Supplier in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal,'

or

g) A Supplier or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Suppliers must proactively declare such sister/ common business/ management units in same/ similar line of business. "



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(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

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

46. 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.

47. 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.)
- Acknowledgement of Supplier Registration Form (SRF) submission on BHEL Portal- <https://supplier.bhel.in/> for non-registered suppliers with BHEL PEM.
- 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>

48. 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.

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

Amit Kumar / Manager– BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL Sadan
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: amitkum@bhel.in
Ph. No. 9910906336

Upendra Chaudhary / DGM, BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL Sadan
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: upendrachaudhary@bhel.in
Ph. No. 8800355885; 0120-6748119

**AMIT
KUMAR**

Digitally signed by AMIT KUMAR
DN: c=IN, postalCode=201301, st=UTTAR
PRADESH, street=C 108 SECTOR 41
NOIDA GAUTAM BUDDH NAGAR,
I=GAUTAM BUDDHA NAGAR, o=BHARAT
HEAVY ELECTRICALS LIMITED, ou=HOD,
serialNumber=aa115ad83d3bc36f68795c
b02e5e1298552898c2bf21c8ae7740da23
174fa24e,
pseudonym=78c3e1bd32dde065aa0100
4630e32ce3,
2.5.4.20=eba276df849a5dc2c0b64eeb43
d060f7c457dff767a6148f84c6bdfa96cc
a1e, email=AMITKUM@BHEL.IN, cn=AMIT
KUMAR
Date: 2025.04.23 15:57:26 +05'30'

Delivery Schedule: - TREFOIL CLAMPS	
Engineering	Drawing/ documents submission & re-submission schedule shall be as per Technical Specification: PE-RC-999-507-E015
Main Supply ("A") along with Commissioning Spares	100 days from the date of PO.
<p>Notes:</p> <p>a. Supplier to start manufacturing/supply only after getting the applicable Primary engineering Drgs. /docs approved from BHEL/End Customer.</p> <p>b. Drawings /documents submission/re-submission schedule shall be as per Technical specification (PE-RC-999-507-E015) which shall be used for progress monitoring purpose and required course correction, if any.</p> <p>c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.</p> <p>d. The delivery conditions specified are for contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.</p>	
<p>2.0 Validity of contract placed on basis of Framework Agreement (Rate Contract) for individual projects (PO rates, terms and conditions):</p> <p>Vendor 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 vendor 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.</p> <p>2.1 Contract for main supply shall be valid for 180 ('C') days from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.</p> <p>For example: Original Delivery period for main supply: A (in days)</p> <p style="padding-left: 40px;">Delay at vendor's end: B (in days beyond "A" days)</p> <p style="padding-left: 40px;">Contract validity: C+B (in days)</p> <p>Notes:</p> <p>a. B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.</p> <p>b. Main supply, applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.</p> <p>c. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.</p>	
<p>3.0 Delivery Extension: Extension of contractual delivery time:</p> <p>Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the vendor 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 vendor to ensure timely completion of engineering and supply.</p> <p>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 vendor as given below: -</p> <ol style="list-style-type: none"> i. Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT. ii. Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the vendor (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 vendor account.
- iii. Delay in providing engineering input/material by BHEL.
 - iv. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC
 - v. 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.



BHEL / PEM / CMM

SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT) FOR TREFOIL CLAMPS

1. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of TREFOIL CLAMPS required at various BHEL project sites. Framework Agreement (Rate Contract) validity for ordering shall be two years from the purchase order for Rate Contract.
2. Framework Agreement (Rate Contract) shall be finalized only with suppliers who are registered with BHEL-PEM. Suppliers 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 Suppliers who are not registered with BHEL-PEM are required to apply for registration in BHEL-PEM through Registration Portal available at <https://bhel.com/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. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of TREFOIL CLAMPS required at various BHEL project sites. All Suppliers shall note the following: –
 - a) As and when requirement arises, the concerned Purchase Department 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, contractual dispute & commercial matters shall be dealt as per Framework Agreement (Rate Contract) contract terms & conditions directly by Purchase Department, who has placed the Purchase Order against the Rate Contract.
4. 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.
5. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing Purchase Order for a specific project based on the Rate Contract.
6. 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 Supplier to obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.
7. Supplier shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL for arranging Customer participation (if applicable) in inspection /



BHEL / PEM / CMM

SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT) FOR TREFOIL CLAMPS

Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL.

8. Items have to be manufactured as per the 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.
9. This Enquiry is subject to Conditions/ limits if any imposed in BHEL-PEM PMD/ Supplier registration.
10. Tentative quantity is given in the Enquiry.
11. Suppliers to submit offer for RC of said items ONLINE as per NIT. Suppliers to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the Supplier as a token of acceptance of all the terms and conditions of tender.
12. The Supplier along with its associate/ collaborators/ sub-contractors/ sub-Supplier/ 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.
13. Other terms and conditions shall be as per Standard Technical Specification, GCC Rev. 07, Corrigenda 01 & Corrigenda 02 to GCC Rev 07 and Enquiry Letter.

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 and
M/s..... qualifies as Class-I/Class-II (strike out whichever is not
applicable) 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)

To be given on Letter head of Bidder

Ref:

Date:

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building,

Plot No 25, Sector -16A

Noida (U.P)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

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.

