



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARIDWAR INDIA-PIN 249403

FAX NO: 0091 1334 226462

PHONE NO: 0091 1334 284142

BHEL ENQUIRY No: T/T212/20/1068N1

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine) / 2021

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on.

The tender is invited on **the E-Procurement Portal** (<https://eprocurebhel.co.in/nicgep/app>) from the manufacturers (registered as well as unregistered) for the item **FORGING FOR LP SHAFT (ROUGH MACHINED)** as per details mentioned in **Annexure (Item Details)**. **The Offer shall be submitted on the E-Procurement portal only.**

SPECIAL INSTRUCTIONS OF ENQUIRY-

1. Late delivery Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to maximum of 10% of the value of respective delayed supplies. If vendor do not confirm late delivery penalty clause in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.
2. Vendor to accept and endorse enclosed BHEL QP "QA/CF/QP/202, rev03".
3. Inspection by BHEL nominated inspection agency "BVIL" as per BHEL approved Quality Plan.
4. All vendors to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Annexure (Pre-Qualification Requirement/PQR) for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
5. Vendor to offer best delivery schedule. Delivery is not sacrosanct.
6. The evaluation currency for this tender shall be INR.
7. **Price bid shall be opened of customer approved vendors only.**
8. Vendor to submit duly signed & sealed Integrity Pact in BHEL format along with offer.
9. IEM's details are following.
 - a. Shri Arun Chandra Verma, IPS (Retd.)
Email: acverma1@gmail.com
 - b. Shri Virendra Bahadur Singh, IPS (Retd.)
Email: vbsinghips@gmail.com
10. Clause on IP in the tender

- a. IP is a tool to ensure that activities and transactions between the company and its Bidder/Contractors are handled in a fair, transparent and corruption free manner. The above said 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.
- b. The IP as enclosed with the tender is to be submitted (duly signed by a authorized signatory) along with techno-commercial 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 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 IEMs shall be done through email only.
11. Contact Details of Purchase officer of BHEL are following.
- a) Vardhman Jain, Dy. Manager (PPX-T), PH. No.-01334284142
E-mail-jainv@bhel.in
- b) Sachin Mittal, DGM (PPX-T), PH. No.-01334285587
E-mail- sachin_m@bhel.in
12. Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020:
- (i) W.e.f. 01.01.2021, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 100 Crs. in any preceding financial year from 2017-18 onwards.
- (ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.
- (iii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.
13. For this tender, only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. Bid of non-local suppliers (if any) shall be outrightly rejected.
14. Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed.
- a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both.
- b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.
- c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender.
- d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific.
- e. In case order is to be placed and executed by agent following aspects are to be ensured:
- Manufacturer of the agent should meet the PQR as defined in tender.
 - Agent should have annual turnover of at least equal to Rs. 500 Lacs during one financial year and the net worth of the agent should be positive.

- Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.

15. Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version December-2020, Rev: 05)**. Please visit our site www.hwr.bhel.com for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

Vendor to submit duly filled and signed Non-Disclosure Agreement (NDA) i.e. Annexure (NDA) to get the drawings and specifications from BHEL.

The tender documents can be downloaded from the web sites <https://eprocurebhel.co.in/nicgep/app> / www.bhel.com / www.hwr.bhel.com.

Vendors must also remit the requisite **EMD (Earnest Money Deposit) of Rs. 2,00,000/- (Rupees Two lakh only)** in the form of Pay Order/ E-payment / Demand draft (drawn in favor of 'BHEL HARIDWAR'). **If EMD is not submitted along with the offer (Part-I) then the offer shall be out rightly rejected.**

"As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

For E-Payment, the RTGS details are mentioned as below:

Bank Details	SWIFT Details of bank
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586

As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit Tender fees. A Valid MSE certificate such as Udyog Aadhar (UAN)/Udyam Certificate/NSIC/EM (Part-II) as per GISTC shall be submitted in support of Micro & Small Enterprises (MSEs).

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honor the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.

TECHNICAL QUALIFICATION: Technical Requirement, Pre-Qualifying Requirements/PQR & Drawings to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.

ESSENTIAL INSTRUCTIONS

Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable). Vendor Registration Form shall be filled only by unregistered vendors on our website www.bhel.com.

BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).

The tender shall be **submitted in three parts** in separate cover as described below on or before the due date:

Part I (Cover-1) - Containing the following:

1. Pre-Qualifying Requirements/PQR as per **Annexure (PQR)**
2. EMD (Earnest Money Deposit) **Or** Valid certificate/Document towards exemption of Tender fee and/or EMD (applicable for Micro and small Enterprises, Central / State – PSUs / Government departments, PMD vendors etc.)

Part II (Cover-2) - Containing the following

1. Techno -Commercial Bid
2. Techno-commercial terms and conditions as per **Annexure (Techno-commercial terms and conditions)**
3. **Annexure** (Self-Certification Certificate (MII))
4. **Annexure** (Certificate required as per order no F.No.6/18/2019-PPD of department of Expenditure(DoE))
5. **Annexure** (Integrity pact)
6. **Annexure** (Signed BHEL QP 'QA/CF/QP/202, rev03')

Part III (Cover-3) - Containing the following

1. **Price Bid as per attached Annexure (Price Bid Format)**

Salient Details of Notice Inviting Tender (NIT)		
Sl. No.	Issue	Description
1.	Item details	As per Annexure- Item details
2	Issue of Tender Documents	From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
3	Due Date Of Offer Submission	Date: 13.02.2021 Time: 13:45 hrs https://eprocurebhel.co.in/nicgep/app

		Offer to be submitted in online only through e-procurement Portal. (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification etc. before submitting offer).
4	Opening of Tender (Techno-Commercial Bid, Part-1)	Date: 13.02.2021 Time: 14.00 Hrs <i>Notes:</i> <i>This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.</i>
5	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information

E-Procurement Portal Inputs

Procedure for Submission of Offer for E – Tender-Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

Hardware and Software requirements for participating in e-tender

Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in/nicgep/app>

Digital Signature

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website [http://www.bhel.com/home.php/Tender Notifications/Sample Checklist](http://www.bhel.com/home.php/Tender%20Notifications/Sample%20Checklist).

NIC portal Helpdesk Contacts

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Note

Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained and shall be outrightly rejected.

SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.

NIC ENQUIRY DETAIL

SNO	ENQNO	ITEM-NO	MATCODE	MDESC	QUANTITY	UNIT	Delivery Required
1	T/T212/20/1068N1	1	W95310301259	FORGING FOR LP SHAFT (ROUGH MACHINED) DRG: 11030150998 REV: 00 SPEC: HW19298 REV: 01	2	NO	31.01.2022

Indent No.: 20201068

Item: L. P. Rotor; Drawing: 1-10301-50998, Revision 00; Specification: HW19298, Revision 01

Cross referred standard: AA08501.50, AA08501.55, TLV511500001, TLV3930 11

Following are the mandatory requirements (1, 2 & 3). Offers of vendors not meeting these requirements will not be considered.

1. Minimum Experience Requirement:

The vendor must have successfully manufactured and supplied minimum three rotors of following minimum delivered weight and dimensions - weight ≥ 50 Ton with minimum barrel diameter ≥ 1500 mm and barrel length ≥ 3000 mm for steam turbine application in material grade 26NiCrMoV11-5/26NiCrMoV14-5 on enquiry issue date. At least one rotor meeting the above requirements must have been supplied in last three years.

Rotors which have been supplied with heat treatment, rough machining, axial core trepanning, non-destructive testing and residual stress measurement will only be considered for experience.

In support of above, the vendor has to furnish details of 3 latest supplies preferably in the format given below:

LP Rotor Shaft, Steel: 26NiCrMoV11-5/26NiCrMoV14-5				
Sl. No	Purchase Order Number /Customer Details	Dimension: Diameter (mm) & Length	Delivered weight	Date of supply
1				
2				
3				

Vendor has to submit documentary evidence in support of their experience for past supplies listed above.

Vendor has to submit test certificates of all above mentioned three rotors.

Test results should cover following test results:

- Chemical analysis including melting route
- Mechanical properties (surface and axial core)
- Ultrasonic Test Results
- Magnetic Particle Examination report
- Residual stress measurement at the surface
- Dimensional Report

2. Technical Qualification:

Manufacturing Facility Requirement:

- a) Vendor must have following in-house manufacturing facilities for manufacturing Rotor Shaft as per enquiry drawing and specification (including cross referred standards)

- Forging,
- Heat treatment facility,

Outsourcing of above activities is not allowed.

- b) Vendor to submit details of in house steel melting and refining facility required for manufacturing of enquiry item.

In case in-house facility is not available, outsourcing of ingot from reputed supplier is also acceptable.

Vendor to inform their sub supplier with details of steel melting & refining facility for present enquiry.

Vendor must have experience of supplying rotor forging using ingots from this sub supplier.

- c) Vendor to submit details of Axial Core trepanning and Machining facility available in house as per enquiry drawing and specification. In case of outsourcing of any of these activity (axial core trepanning / machining), vendor to inform their source with details of their facility and experience.

d) Testing Facility Requirement:

Vendor to submit details of testing facility available in house as per the requirement of enquiry drawing and specification (including all cross referred standards).

In case of outsourcing of any test, vendor to inform details of tests outsourced as well their source details with their credential.

Vendor has to submit filled Annexure 1 for in house manufacturing and testing facilities.

3. Deviation from enquiry drawing and specification is not acceptable. Vendor to confirm that they will manufacture and supply L.P Rotor forging as per EHEL enquiry drawing and specification with all cross referred documents referred therein

Handwritten signature/initials

Vendor to submit details of manufacturing and testing facilities as per format below:

1) STEEL MELTING & REFINING FACILITIES:

Melting Furnaces details (Type, Capacity etc.)	
Refining facility details (Vacuum Degassing etc – Type and Capacity to be submitted)	
maximum ingot size - diameter [mm] - length [mm] - weight [mm]	

In case of outsourcing of ingot, vendor to submit above details of their sub supplier.

2.) FORGING FACILITY:

Press capacity in kN	
Maximum Forging weight in MT	
Manipulator Capacity (maximum) for forging	
Remarks:	

3) Heat Treatment Facilities

1. Vertical Heat treatment facility - Maximum diameter, length and weight of shaft which can be heat treated - Temperature monitoring facility as per BHEL specification requirement	
2. Quenching type & medium	

4) Machining Facilities:

1. Facility for Axial Core Trepanning	
2 (a) Minimum & Maximum diameter of the core which can be trepanned (b) Maximum length of axial core that can be trepanned	
3. Surface finish of axial bore (Specify achievable value)	
4. Concentricity, Cylindricity and Parallelity, refer drawing requirement	

In case of outsourcing of any operation, vendor to submit above details of their sub supplier.

5) Testing Facilities:

1. Chemical Testing	
2. Mechanical Testing (Tensile, Impact)	
3. NDT Facilities – UT, MPI, Boroscopic, Residual Stress Measurement	
4. Thermal stability test facility	

In case of outsourcing of any test, vendor to submit above details of their sub supplier.

6) Handling Facilities:

1. Crane capacity	
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(Signature & Seal of Vendor)

MANUFACTURER'S NAME AND ADDRESS				STANDARD QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL			
BHEL		VENDOR'S NAME		ITEM		FORGING FOR LP SHAFT		OP NO.		QA/CF/QP/202					
				DRG. NO.		AS PER PO		REV		03					
				SPEC.		HJW/19298									
				REV		AS PER PO									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY		REMARKS			
1	2	3	4	5	6	7	8	9	10	11					

1.	MELTING	CHEMICAL COMPOSITION	CRITICAL	CHEMICAL	100%	HW/19298	HW/19298	TC	✓	P	V	
2.	FORGING	FORGING STEPS	MAJOR	VISUAL	100%	-DO-	VENDOR'S STD	TC		P	-	
3.	PRELIMINARY HEAT TREATMENT	TIME TEMP CONTROL	MAJOR	MEASURE	100%	-DO-	-DO-	IR	✓	P	V	
4.	MARKING OF CLOCKING SYMBOLS		MAJOR		100%		HW/19298		✓	P	V	
5.	MACHINING FOR QUALITY HT	DIMENSIONS	MAJOR	MEASURE	100%	DRAWING	DRAWING	IR		P	-	
6.	INTERNAL UT	ULTRASONIC TEST	MAJOR	UT	100%	HW/19298	HW/19298	IR		P	-	
7.	QUALITY HEAT TREATMENT	TIME TEMP CONTROL	MAJOR	MEASURE	100%	HW/19298	APPROVED HT PROCEDURE	TC	✓	P	V	
8.	RESIDUAL STRESS MEASUREMENT	RESIDUAL STRESS TESTING	MAJOR	RST	100%	HW/19298	HW/19298	TC	✓	P	W	
9.	UT	ULTRASONIC TEST	MAJOR	UT	100%	HW/19298	HW/19298	TC	✓	P	W	
10.	SAMPLING FOR MECHANICAL TESTING		MAJOR		TI & T2	BHEL DRWING & SPEC	BHEL DRWING & SPEC		✓	P	W	
11.	MECHANICAL TESTING & METALLOGRAPH	TENSILE TEST IMPACT TEST MICROSTRUCTURE	MAJOR	MECHANICAL METALLOGRA PHY	100% TI & T2	HW/19298	HW/19298	TC	✓	P	W	BAINITE STRUCTURE
12.	TREPPANNING OF AXIAL AND TANGENTIAL CORE		MAJOR			BHEL DRWING & SPEC	BHEL DRWING & SPEC			P	-	

MANUFACTURER / SUBCONTRACTOR	LEGEND: D : RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CIP' OF CUSTOMER		FOR CUSTOMER USE	APPROVED BY
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MANUFACTURER'S NAME AND ADDRESS

STANDARD QUALITY PLAN

TO BE FILLED BY BHEL

TO BE FILLED BY BHEL

BHEL	VENDOR'S NAME		ITEM		FORGING FOR LP SHAFT		QP NO.	QA/CF/QP202	Page 2 of 2		
			DRG. NO.	AS PER PO			REV	03			
			SPEC.	HJW19298							
			REV								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY	REMARKS	
1	2	3	4	5	6	7	8	9	M B N	10	11

13.	AXIAL AND TANGENTIAL CORE MECHANICAL TEST	TENSILE TEST FATT & MICROSTRUCTURE	MAJOR	MECHANICAL & METALLOGRA PHY	100%	HW19298	HW19298	TC	✓	P	W	
14.	FINISH MACHINING	VISUAL AND DIMENSIONS	MAJOR	VISUAL AND MEASURE	100%	DRAWING	DRAWING	TC	✓	P	W	
15.	BOROSCOPIC & MPI OF AXIAL BORE	BOROSCOPIC & MAGNETIC PARTICLE TEST	MAJOR	BOROSCOPIC & MPI	100%	HW19298	HW19298	TC	✓	P	W	
16.	PLUGGING OF AXIAL BORE					BHEL DRWING & SPEC	BHEL DRWING & SPEC			P	-	
17.	MARKING PRESERVATION & PACKING	MARKING PRESERVATION & PACKING	MAJOR	VISUAL	100%	BHEL DRWING & SPEC	BHEL DRWING & SPEC		✓	P	V	

LEGEND:

D : RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY

CONTRACTOR IN QA DOCUMENTATION.

M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION

AGENCY N: CUSTOMER

INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION

ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER

FOR CUSTOMER USE

APPROVED BY

24/13

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

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

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

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.

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

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

Note:

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

Details of contact person(s):

(1)

Name: Ravi Shankar Kumar
 Deptt: PPX-T
 Address: BHEL, HEEP, Haridwar
 Phone: (Landline/ Mobile) 01334-281084
 Email: rkumar@bhel.in
 Fax: _____

(2)

Name: SACHIN MITTAL
 Deptt: PPX-T
 Address: BHEL, HEEP, Haridwar
 Phone: (Landline/ Mobile) 01334-285587
 Email: sachin_m@bhel.in
 Fax: _____

ON COMPANY LETTER HEAD

Date -

CERTIFICATE REQUIRED AS PER RULE 144(XI) OF GENERAL FINANCIAL RULES (GFRS) 2017

To,
M/s Bharat Heavy Electricals Ltd.
Heavy Electrical Equipment Plant
Haridwar – 249403

Ref:

Tender No. –

I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.....) is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that bidder (.....) fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority shall be attached).

Authorized Signatory
(Name of signatory with company seal)

Self-certification

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

.....

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

.....

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

.....

.....

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

Seal & Signature of Supplier

Tender Reference No.	T/T212/20/1068N1	
Techno-Commercial Terms and Conditions		
Tender Inviting Authority: BHEL HEEP Haridwar		
Item Name: FORGING FOR LP SHAFT (ROUGH MACHINED)		
Quotation Reference No. & Date		
Name of the Bidder/ Bidding Firm / Company :		
(This Techno-Commercial term and Conditions template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, Quotation Reference No., Date and Confirmation only)		
NUMBER #	TEXT #	TEXT #
Sl.No.	Techno-Commercial terms	Vendor Confirmation
1	Please specify whether you are manufacturer or Trader of the item .	
2	Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed. a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored. c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender. d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. e. In case order is to be placed and executed by agent following aspects are to be ensured: • Manufacturer of the agent should meet the PQR as defined in tender. • Agent should have annual turnover of at least equal to Rs. 500 Lacs during one financial year and the net worth of the agent should be positive. • Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.	
3	Material will be supplied as per BHEL drawing and specification mentioned in enquiry.	
4	Vendor to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Annexure (Pre-Qualification Requirement/PQR) for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.	
5	Vendor to confirm, endorse and return back enclosed BHEL QP "QA/CF/QP/202, rev03".	
6	Inspection by BHEL nominated inspection agency "BVIL" as per BHEL approved Quality Plan.	
7	Delivery Terms (BHEL Standard term: FOR Destination means CPS/HEEP/ BHEL Haridwar)	
8	Despatch mode	
9	Origin of Despatch	
10	Freight Charges (Pre-paid/ To Pay) # Loading shall be done as per extant rules of BHEL-Haridwar, if Freight is mentioned as 'To Pay'	
11	Packing Charges Kindly inform the Packing Charges (Included/Extra). Kindly indicate the percentage in case of 'Extra' charges	

NUMBER #	TEXT #	TEXT #
Sl.No.	Techno-Commercial terms	Vendor Confirmation
12	Forwarding Charges (Included/Extra) Kindly inform the Forwarding Charges (Included/Extra). Kindly indicate the percentage in case of 'Extra' charges	

NUMBER #	TEXT #	TEXT #
Sl.No.	Techno-Commercial terms	Vendor Confirmation
13	Delivery Period in months (Lead Time from PO date)	
14	Payment term: "100% payment against receipt & acceptance of material at BHEL HEEP Haridwar". # If vendor deviates from BHEL's standard payment term, loading on account of deviation in standard payment term shall be done as per extant rules of BHEL-Haridwar (Refer GISTC)	
15	Bank Charges # If BHEL's Standard Payment terms accepted then bank charges not applicable, otherwise please mention	
16	Rate of GST (CGST/SGST/IGST) extra in % (for Indian Bidder only)	
17	Test certificate as per Ordering Drawing & Specification shall be provided.	
18	Guarantee Certificate (In line of GISTC) shall be provided	
19	Late delivery Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to maximum of 10% of the value of respective delayed supplies. # If vendor don't accept this clause, then loading shall be done as per GISTC.	
20	Quotation Validity (As per NIT, Validity is 120 days from techno-commercial bid opening date).	
21	Vendor to submit duly signed & sealed Integrity Pact along with offer	
22	Currency	
23	The evaluation currency for this tender shall be INR.	
24	Are you registered under Micro Small Enterprises (MSE vendor)? If Yes then provide Udyam Certificate (for Indian Bidder only)	
25	Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020: (i) W.e.f. 01.01.2021, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 100 Crs. in any preceding financial year from 2017-18 onwards. (ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System. (iii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.	
26	Any other comments (like any other charges, order to be placed on etc.)	
27	BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.	
28	Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.	
29	Vendor to declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	

NUMBER #	TEXT #	TEXT #
Sl.No.	Techno-Commercial terms	Vendor Confirmation
30	For this tender, only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. Bid of non-local suppliers (if any) shall be outrightly rejected.	
31	Remaining terms and conditions shall be as per General instruction and standard terms & conditions (GISTC) version Dec-2020 rev: 05.	
32	In case of any difference in conditions quoted above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor.	