

BHEL :: BAP :: RANIPET

PURCHASE DEPARTMENT

ANNEXURE-A

SCOPE : SUPPLY Of Hastelloy C-276 Pipes IN SIZES/SPEC/QTY AS DETAILED BELOW:

SNO	SIZES			MATERIAL SPECIFICATION	Applicable BHEL TDC	UNIT	QUANTITY (Meter)	Delivery Period	End Application
	Outside Diameter (OD) (mm)	Thickness (mm)	Length (mm)						
01	OD 60.3 (NB 50)	2.77 (Sch10)	6000	Hastelloy (C 276)	TDC:FWQS:020	Meter	906.0	Within 75 Days from Purchase Order	Water Circulation in Wet & Dry Interface system of Flue Gas Desulfurization (FGD)
02	OD 88.9 (NB 80)	3.05 (Sch10)					258.0		

Note:

1. Only Indigenous Sources will be eligible to bid.

Financial PQR - Balance Sheet and P&L for last 03 Financial years to be submitted.

Turnover to be as per value mentioned in GeM Bid.

2. The Bidder has to quote the final Price **on per Meter** basis inclusive of Packing, Forwarding, taxes, duties, freight , insurance and all other applicable charges.



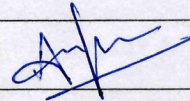
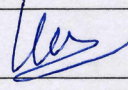
3. Quantity Tolerance: -5 % / +5%. Supplies beyond this tolerance will be rejected and returned back to the supplier.

4. Delivery Terms: F.O.R. DESTINATION (Destination: BHEL Stores, Ranipet).

5. Signed & sealed copy of Annexure-A and other documents required to meet technical & Financial PQR should be submitted along with the offer.

6. Dispatch clearance to be obtained from BHEL before dispatching the material.

Engineer/Purchase

		Bharat Heavy Electricals Ltd Boiler Auxiliaries Plant Ranipet-632 406		FLUE GAS DESULPHURISATION DEPT TECHNICAL SPECIFICATION	
00	19-11-2020	Fresh Release			
			Anupam Kushwaha	Arun Kumar	V.Kesavan
REV	DATE	DESCRIPTION	PREPARED	CHECKED	APPROVED
Sl.no.	Item	Supply of Hastelloy C276 Pipes.			Vendor Acceptance /Comments
1	Scope	1. PIPE OD 88.9 x 3.05 thk. (NB 80 Sch10) 2. PIPE OD 60.3 x 2.77 thk. (NB 50 Sch10)			
2	Length of supply	Length of each pipe is 6000 mm.			
3	Application	Water circulation in Wet & Dry interface system of FGD			
4	Manufacturing	Seamless/Welded			
5	Supply condition	Annealed			
6	Hydro test Pressure	Hydro test @ 6.0 bar			
7	Documents to be submitted	(a) The Vendor shall furnish point wise reply and submit seal & signed copy of this specification along with offer.			
		(b) The Vendor shall submit the dimensional drawings indicating materials of construction and weight along with the offer for information. (If applicable)			
8	Marking & Packing	8.1) Each tube shall be clearly paint stenciled with the following details at both end of tube: a) Purchase Order Number b) Size and specification c) Maker's emblem 8.2) The tubes shall be supplied in Bundles packed suitably with Alkathene Hessian cloth facilitating easy handling at shipping, Stores etc. 8.3) The tubes shall be supplied with suitable tight fit plastic end Caps.			

		8.4) Tube to be supplied in bundle of 10 nos. each. The method of bundling shall be supplied that the tubes do not loosen during handling and transit.	
09	Test certificate	<p>9.1) The supplier shall furnish the Test certificate in English during Inspection. It shall contain the following information.</p> <ol style="list-style-type: none"> Purchase Order number and date Specification and Grade Size, number and weight Chemical composition- Melt wise Mechanical Properties- Melt wise /heat treatment batch wise <p>9.2) BHEL may choose to inspect the manufacturing or testing.</p> <p>9.3) BHEL reserves the right to carry out tests and to reject the Items wherever nonconformance to the contract is noticed.</p> <p>9.4) Only latest revision shall be referred for all the standard specified.</p>	
10	Destination	BHEL BAP RANIPET STORES, TAMILNADU	

**CERTIFICATE FOR COMPLIANCE
TO
ALL PROVISIONS OF TECHNICAL BID DOCUMENTS
(Certificate of "NIL" Technical Deviation)
{To be submitted along with Offer for Technical BID Evaluation}**

To,

Material Planning/MM
BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET, PIN-632 406
TAMILNADU-INDIA

Dear Sir,

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Technical Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the BHEL Ranipet prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Technical Bid and we declare that **we have not taken any deviation in this regard except mentioned in the box given below.**
Technical Deviation (if any)-Write "NIL" in case of No Technical Deviation.

2. We understand that in case the Products /Specifications/ additional conditions/ deviations/ variations/exception offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.
3. We also confirm that in regards to technical requirement we have not written any additional conditions/ deviations/ variations/exception, implicit or explicit, anywhere else in the techno-commercial bid.
4. For technical deviation not acceptable to BHEL Ranipet, we also confirm that in case we refuse/not responding to withdraw additional conditions/ deviations/ variations/ exception regarding any technical requirement, within the stipulated time, our bid shall be rejected as Technically non-responsive.

Bidder's Seal & Signature

965774/2022/BAP-9781_COML

**Pre-Qualification Requirement
To**

**Participate in Tender for C276 Pipes Procurement
(To be submitted along with Offer for Technical BID Evaluation)**

Following are the Pre-Qualification Requirement

SI No.	Criteria	Document proofs to be submitted	Bidder Compliance (Yes/No/Comment)
01	Bidder should be original manufacturers or OEM authorized distributor /agent/trader.	Certificate of being original manufacturer. A valid OEM authorization letter in case of Distributor /Agent/ Trader	
02	Suppliers shall indicate their experience for the tendered specifications.	Copy of PO and Invoice with co-related test certificates to be submitted. Documents should not be older than 3years from tender opening date.	
03	Suppliers shall not have been banned / black listed / by BHEL Ranipet or any other unit/region/sector of BHEL.	Self-declaration to be submitted	
04	Confirmation to the Specification / Drawing / Dimension / Size	Signed copy of Technical specification FWQS 020 shall be submitted as a proof of conformity.	
05	Compliance to all provision of Technical Bid Documents.	Signed copy of "Certificate of Compliance" for No Technical Deviation- Annexure-02 MPLG SDDR	

- BHEL reserves the right to verify information / confirmation furnished by asking additional documents Proofs etc.
- BHEL reserves the right to visit supplier's works to audit and inspect to ensure the capability for technical evaluation.
- Compliance to all the above Pre-qualification requirements is mandatory. In absence of PQR compliance vendor's offer are liable for rejection.

Declaration:

We understand that all the proofs/documents submitted by our firm for all the above points are subject to verification and in case BHEL finds any discrepancy in any of the documents submitted by us like fake/false/forged documents, Certificates or information, action may be taken against our firm as per extant guidelines of BHEL.

Bidder's Seal & Signature

Quality Assurance (Mechanical)
CONTRACT QUALITY REQUIREMENT (CQR)

FGD: MPL: C276 PIPE: 514
Dt. 28-07-2022

Projects: Ramagundem, Kothagudem, Nabinagar (3X660 MW), Patratu, Yadadari, Bhusawal, Sagardighi and Bhadradari.

Product: FGD Applications

Item Name	Indent No	Indent Dt.	PGMA	Technical Specification
HASTELLOY C276 PIPES	P85127728	26.07.2022	FW229	FWQS: 020, Rev: 00. Dt:19.11.2020


1. BHEL Approved Source is acceptable.
2. All the items shall be inspected at Manufacturer works as per BHEL SQP/Approved drawing/ datasheet and Technical Specification.
3. Arrange Vendor acceptance on our SQP (QP No. CHA: 762/00, Date: 28.07.2022) With vendor sign and seal.
4. Physical Inspection shall be done by BHEL/BHEL AIA at Manufacturer works.
5. Packing of items shall be as per BHEL Engg Approved Packing Drawing/Packing Specifications.
6. BHEL Authorized representatives shall have the right to witness the necessary inspection and testing of goods mentioned in the PO.
7. The supplier shall inform BHEL in advance about the readiness of the goods for inspection and testing. Inspection / Inspection wavier / approval by BHEL does not absolve Supplier's responsibility for conformity of the specification as per the terms of PO. Material Test Certificates shall be submitted to BHEL.
8. Annexure 'Q' shall be part of enquiry File and shall be filled by Supplier with their duly sign and seal.
9. Supplier should be manufacturer not a trader/Agent. *(If the OEM/Principal engaging the services of an agent to participate on their behalf, vendor will be acceptable with respect to Quality requirement provided acceptance on Point No 2, 3, 4 and 7 shall be accepted to supplier)*
10. **Following Inspection Notes applicable during inspection:**
 - a. Latest version of standards & Specification shall be applied.
 - b. Materials shall be procured in compliance to Functional Technical specification.
 - c. Gauges and measuring instruments with valid calibration only shall be used.
 - d. Inspection / Inspection wavier / approval by BHEL does not absolve Supplier's responsibility for conformity of the specification as per the terms of PO.
 - e. BHEL /BHEL Authorized representatives shall have the right to witness the necessary Inspection and testing of goods mentioned in the PO.
 - f. In case of Vendor Drawing & Datasheet, it needs approval by BHEL Engineering.
 - g. This QP shall be read along with relevant PO, BHEL Specification / Approved Drawing/ Datasheet.

Note: Bidder to share the Manufacturing Process / Item Catalogue along with offer.

Sd\ - Rakesh Kr Madhu
Dy/Mgr-QA

Sd\ - K Renjith
Mgr/QA

967080/2022/BAP-QA-MECH

 Ranipet	MANUFACTURER'S NAME & ADDRESS BHEL/ BHEL APPROVED SOURCE	MANUFACTURING QUALITY PLAN ITEMS: C 276 Pipes. (As Per Tech SPEC- FWQS: 020 /Latest Revision)	QP. NO.: CHA:762 Rev No. :00 Date: 28.07.2022 Page 1 of 2	Project: As per PO.
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SL NO	COMPONENT & OPERATION	CHARACTERISTICS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK		REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORD		Agency			REMARKS
					M	C/N			M	C	N			
1	2	3	4	5	M	C/N	7	8	9	D	10	11		

1.0 RAW MATERIAL(As per BHEL Specification)



1.1	Sheet, Plate	Chemical & Mechanical Properties	Major	Verification of Mill TC	Each Heat /Melt	Material Spec. / P.O.	Material Spec. / P.O.	MTC / TC	√	P	V	-		
1.2	PMI for all alloy steels	Chemical Composition	Major	Spectro/ X-Ray fluorescence	100%	100%	Material Spec. / P.O.	Material Spec. / P.O.	Report	√	P	V	-	

2.0 INPROCESS INSPECTION


2.1	Cutting & Edge Preparation	Dimensions	Major	Measurement	100%	100%	Approved Drawing / Relevant Standards	HC	√	P	-	-	
		NDT for Edge preparation	Major	LPI	100%	100%		Report	√	P	V	-	In case of Welding.
2.2	Rolling to form Pipe	Profile & Dimensions	Major	Template check & Measurement	100%	100%	Technical Spec. / Relevant Standards/ Approved Drawing	HC	√	P	-	-	
2.3	Welding	Procedure & Performance Qualification Details	Major	Verification of records	100%	100%	Technical Spec. / Relevant Standards/ Approved Drawing	WPS, PQR	√	P	V	-	WPS, PQR Shall be in line with relevant Code/ Standard.
2.4	Pipe after Rolling	Dimensional Check	Major	Measurement	100%	100%	Technical Spec. / Relevant Standards/ Approved Drawing	HC	√	P	V	-	

3.0 NDE FOR WELDS

3.1	Butt Joints	Weld Soundness	Major	RT	100%	100%	ASME Sec V	Technical Spec. / Relevant Standard	Report	√	P	V	-	
3.2	Fillet Joints	Weld Soundness	Major	LPI	100%	100%	ASME Sec V		Report	√	P	V	-	
3.3	Surface Treatment	Type, Depth of Coating & Hardness	Major	Review of Report	100%	100%	Technical Spec./Manufacturer Procedure / Relevant Standard	Report	√	P	V	-	If applicable.	
3.4	Heat Treatment / Annealing	Soaking temperature & Time, Quenching Media.	Major	Review of HT Chart.	100%	100%	Technical Spec./Manufacturer Procedure / Relevant Standard	HT Chart./ Report	√	P	V	-		

VENDOR Sign & Stamp with Date	LEGEND: * RECORD, IDENTIFIED WITH "TICK" (√) UNDER COLUMN 'D' SHALL BE SUBMITTED TO CUSTOMER AS A QA DOCUMENTATION PACKAGE.M: MANUFACTURER / SUB SUPPLIER, C: MAIN CONTRACTOR (BHEL/BHEL AIA) N: CUSTOMER/CONSULTANT P: PERFORM W: WITNESS V: REVIEW OF RECORDS, IR: INSPECTION REPORT, COC: CERTIFICATE OF CONFORMANCE.	PREPARED BY  Rakesh Kumar Madhu (Dy Mgr/ QA)	REVIEWD AND APPROVED BY  K Renjith (Mgr / QA)
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967080/2022/BAP-CA-MECH

 Ranipet	MANUFACTURER'S NAME & ADDRESS BHEL/ BHEL APPROVED SOURCE	MANUFACTURING QUALITY PLAN ITEMS: C 276 Pipes. (As Per Tech SPEC- FWQS: 020 /Latest Revision)				QP. NO.: CHA:762 Rev No. :00 Date: 28.07.2022 Page 2 of 2		Project: As per PO.					
	SL NO	COMPONENT & OPERATION	CHARACTERISTICS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK 6		REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORD		Agency M C N	
1	2	3	4	5	M	C/N	7	8	9	D	10		11

4.0 FINAL INSPECTION													
4.1	Hastelloy C276 Pipes.	Dimensional check	Major	Measurement	100%	100%	Technical Spec. / Relevant Standards/ Approved Drawing	IR	√	P	W	-	
4.2		Hydro test	Major	Measurement	100%	100%	Technical Spec. / Relevant Standards/ Approved Drawing	IR	√	P	V	-	
4.3		PMI for all alloy steel components	Major	Spectro/ X-Ray fluorescence	100%	Random	Material Spec. / P.O.	Report	√	P	W	-	
4.4		Identification, Marking & Colour Coding	Major	Visual	100%	Random	Technical Spec. / Relevant Standards/ Approved Drawing	COC	-	P	V	-	
4.5		End Protection	Major	Visual	100%	Random	Technical Spec. / Relevant Standards/ Approved Drawing	COC	-	P	V	-	
5.0 DOCUMENTATION , PACKING & PRSESERVATION													
5.1	Packing & Shipping	Verification of Documentation, Type of Packing	Major	Verification	100%	100%	QA Documentation/ PO/ Technical Spec.	COC	-	P	V	-	
Note: 1. Raw material shall be as per approved Drawing / Specification 2. All the Tests (Chemical & Mechanical) shall be witnessed by BHEL / BHEL AIA as per approved QP. 3. All the Test Reports shall be submitted to BHEL for review and record purpose. 4. Proper packing and preservation shall be done to ensure no damage of items. 5. Calibration Certificates for the instruments used for measurements to be provided This QP shall be read along with relevant P.O. / BHEL specification and Relevant Standards.													

RECORD OF REVISION

REV NO	DATE	DESCRIPTION
00	28.07.2022	First Submission

VENDOR Sign & Stamp with Date	LEGEND: * RECORD, IDENTIFIED WITH "TICK" (√) UNDER COLUMN 'D' SHALL BE SUBMITTED TO CUSTOMER AS A QA DOCUMENTATION PACKAGE.M: MANUFACTURER / SUB SUPPLIER, C: MAIN CONTRACTOR (BHEL/BHEL AIA) N: CUSTOMER/CONSULTANT P: PERFORM W: WITNESS V: REVIEW OF RECORDS, IR: INSPECTION REPORT, COC: CERTIFICATE OF CONFORMANCE.	PREPARED BY 	REVIEWD AND APPROVED BY 
		Rakesh Kumar Madhu (Dy Mgr/ QA)	K Renjith (Mgr / QA)

Annexure Q

Indent No:		Enquiry no:	
Sl.No	BHEL / Customer Requirements	## Specific confirmations by the manufacturer (Acceptable/Not acceptable)	
	Quality Plan Requirement: (If SQP is not given & Vendor QP applicable)		
	(i) MQP (Manufacturing Quality Plan) shall be submitted in attached format for BHEL/Customer review & approval. Our SQP/Typical MQP/ MQP Format is attached for guidance & use.		
	(ii) MQP shall invariably cover w.r.t Inward inspection including on Raw material Procurement, In process and Final inspection in elaborated way/details.		
	(iii) Bidder shall also to give specific confirmation that on need basis, their competent officials shall visit to BHEL / customer for finalization of Quality plan including test procedure/methodology during preaward / post award approval / detailed engineering in the event of an order.		
	(iv) No deviation on BHEL/Customer approved MQP/ SQP (In case BHEL SQP is provided) is acceptable.		
1	(v) Bidder shall agree to submit all cross referred documents other than codes/standards to BHEL/Customer/Consultant.		
	Important Notes shall be included in MQP : (a) Latest revision of Standard s & Specification shall apply. Only International Standards are applicable. (b) Materials shall be procured in compliance to Functional Technical Specification. (c) Inspection shall be in compliance with Approved Quality Control Procedure for the Product. (d) NDT shall be carried out by Qualified Personnel with compliance to Approved NDT Procedures and Acceptance Norms, as per ASME standard. (e) Gauges and measuring Instruments, with valid calibration only shall be used. (f) Cleaning and Painting of products shall be carried out as per Approved Painting Schedule. (g) Finished Products shall be packed to comply with Approved Packing Schedule. (h) Welding shall be carried out by Qualified Personnel with compliance to Approved NDT Procedures and Acceptance Norms, as per ASME standard.		
2	Domestic / Inland Inspection will be carried out by BHEL/BHEL appointed Third Party Inspection Agency (TPIA) / Customer/Customer Appointed Inspection Agency/Consultant. This is applicable for all Stage inspection and Final Inspection identified as "W" - Witness or "CHP" - Customer Hold Point as per customer approved Quality Plan/ Technical specification / Approved Drawing/ Approved Data sheet / Scheme / PID / PFD / SLD (Process Instrumentation Diagram / Process Flow Diagram / Single Line Diagram) etc. (as applicable).		
3	Inspection Agency for Foreign Bidders and also for Indian Bidder but importing from Foreign Sources: (1) Any one of the following Third Party Inspection Agency (TPIA) shall be appointed by the bidder and same shall be furnished by the bidder in techno commercial bid itself. (2) The details of TPIA with contact details like Name of the official, Phone no, Email id shall also to be submitted during pre/post award. However cost for such inspection agency shall be borne by the bidder only. Inspection charges for such inspection agency shall be indicated separately so that if BHEL/Customer is undertaking the inspection by on their own , then these charges are non claimable by the bidder. For NTPC Project ensure TPI Approved by NTPC. Refer our QC Procurement email in this regard. List of TPIA 1.M/s Bureau Veritas 2.M/s TUV-Nord 3.M/s TUV-SUD 4.M/s TUV Rheinland 5.M/s Lloyds Register 6.M/s SGS 7.M/s Germanischer Lloyds 8.M/s QUEST 9.M/s Certification Engineers International 10.M/s Intertek 11.M/s IR Class Systems and Solutions 12.M/s DNV 13. M/s Fichtner 14. M/s ABS Inspection Services		

Sl.No	BHEL / Customer Requirements	## Specific confirmations by the manufacturer (Acceptable/Not acceptable)
4	Stage Inspection during manufacturing Process : Stage Inspection during manufacturing shall be carried out as per approved quality plan and all necessary documents shall be provided for review, verification and clearance for further processing. This inspection call shall be given well in advance (at least 2 weeks before) to TPI/Bidder's own inspection agency to avoid delay in the manufacturing processes.	
5	Inspection before despatch for domestic supplier : Inspection before despatch at supplier's works shall be carried out by BHEL appointed Inspection agency (as in Sl no. 2). Inspection shall be done as per approved Quality plan/ Technical specification/ Approved Drawing/ Approved Data sheet .	
6	Inspection at Foreign Source/Supplier: (a) As in sl no: 3. shall be ensured without fail (b) No material / items shall be despatched without getting the written communication from BHEL / Customer inspection carried out by Bidder appointed Third Party Inspection Agency (As per Sl no.3) / Customer/Customer Appointed Inspection Agency/Consultant. This is applicable for all Stage inspection and Final Inspection identified as "W" - Witness or "CHP" - Customer Hold Point as per customer approved Quality Plan/ Technical specification / Approved Drawing/ Approved Data sheet / Scheme / PID / PFD / SLD (Process Instrumentation Diagram / Process Flow Diagram / Single Line Diagram) etc. (As applicable). Inspection before despatch for Foreign supplier : Inspection before despatch at supplier's works shall be carried out by bidder appointed inspection agencies having international presence at vendors and or vendor's sub vendor works. Inspection shall be done as per approved Quality plan/ Technical specification/ Approved Drawing/ Approved Data sheet by TPIA mentioned in Sl no: 03 at supplier's cost.	
7	Painting shall be done strictly as per BHEL/Customer approved painting schedule / scheme only. Paint Thickness / Paint shade shall be ensured as per BHEL / Customer approved painting schedule / specification / data sheet etc. No deviation is acceptable unless otherwise accepted by BHEL/Customer in writing. Any conflict if any among BHEL / Customer approved painting schedule / Spec / data sheet etc. shall be brought to the notice of BHEL well in advance before proceeding including the BOI being procured for assy / skid like motors etc.	
8	Specific conformation for document package in the event of an order (2 Hard copies & soft copy in PDF file) is to be given containing the following with proper linkages (i) Index Sheet (ii) MQP/RQP/Endorsement Sheet (As applicable) (iii) TCs identified by BHEL/ Customer for record for "CHP" / "W" and Verification portion ("V") as given in approved QP. (iv) Final inspection report + TC including Chemical + Mechanical + HT + NDT etc. (v) Third party Inspection report + TC (vi) Customer CHP/ MDCC (vii) Type test / Performance Test reports conducted (viii) Type test / Performance Test approval/ clearance obtained from BHEL/Customer (ix) BOM with As Build Drgs with actual make / rating used with BHEL/customer approved drawings.	
9	Packing / Seaworthy Packing shall be as per BHEL Packing schedule / approved drg / sketch. This shall be ensured to take care transit / handling / transshipment in Road / Sea / Air. Photographs are to be submitted for BHEL review before despatching the material as per contract conditions.	
10	Outsourcing of test facilities: Bidder shall ensure all the testing facilities in house. However If any of the test facilities are not available with successful bidder, then bidder shall ensure the same at NABL accredited third party lab / Govt / Govt Lab for major testing such as NDT, Electrical & Mechanical testing.	
11	Important Note: No deviation on the above requirement 01 to 10 is acceptable with respect to Quality Requirement and those offers not meeting these specific customer requirement is liable for rejection and hence the bidder shall submit all the required documentary evidences in the offer itself.	
12	## Necessarily to be filled up by the bidder at the time of offer itself otherwise the offer may not be considered w.r.t Quality Requirement being customer specific requirement.	

VENDOR SIGN AND STAMP:

Vendor Name & Address:

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

Shri SATYENDRA
SINGH MAHLA

Digitally signed by Shri SATYENDRA SINGH MAHLA
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ou=HRD/R&M/PEE, postalCode=622006, st=Tamil Nadu,
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Date: 2022.03.28 09:49:28 +05'30'

For & On behalf of the Principal
(Office Seal)

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

Place _____
Date _____

Place _____
Date _____

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____
