

PROJECT : 2X800 MW MEL SINGRAULI PHASE II BTG
PACKAGE :- THERMAL INSULATION - R-MATTRESSES/P-SECN
GeM Tender Enquiry

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BHEL PEM GEM ATC

Project: - 2X800 MW MEL SINGRAULI PHASE II

Package: - THERMAL INSULATION - R-MATTRESSES/P-SECN

GeM BID No.:-, Dtd.

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INTRODUCTION

1. This is a Buyer specific document named Additional Terms & Conditions (ATC). This document is applicable for the enquiry issued on Government e-Marketplace (GeM) portal. These terms and conditions must be read in conjunction with GeM-General Terms & Conditions (GTC).
2. In case of any conflict, terms and conditions stipulated in ATC shall supersede those in GTC on GeM.

INSTRUCTIONS TO THE SUPPLIERS

Suppliers are advised to note the following instructions regarding Bid/Offer submission: -

1. To regularly visit GeM portal to access the tender documents and latest updates about the tender.
2. To study all the tender documents carefully. Any submission of tender by the Supplier shall be deemed to have been done after careful study & examination of the tender documents and with full understanding of the implications thereof. Non-compliance with any of the requirements and instructions in the Tender Enquiry shall be treated as an Incomplete Bid/Offer. Suppliers would be liable for actions as per extant policies/guidelines, if they fail to abide by any of the Policies including the terms and conditions stipulated in this document.
3. Ensure submission of their Bid/Offer on or before the latest due date and time indicated in the tender after taking cognizance of all the tender documents including corrigenda (if any) published against this tender.
4. To submit their Bids/Offers on GeM portal only.
5. Not to send copy of Bid/Offer through any other mode i.e. hard copy and or through email etc. In case Bids/Offers are received through any other mode other than GeM portal from any of the Suppliers against this tender, the same shall be ignored.
6. Incomplete Bid/Offer shall be rejected by giving a suitable cut-off date.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- i. Amendments to Order/ Contract Purchase Order
- ii. Order/ Contract Purchase Order
- iii. Letter of Intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Supplier in regards to the tender or the bidding conditions
- v. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vi. Enquiry letter and annexures except documents listed in point no (vii) to (x) below.
- vii. Technical Specifications
- viii. Additional Terms & Conditions (ATC)
- ix. Special Conditions of Contract (SCC)
- x. GeM General Terms & Conditions (GTC)

DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise: -

- 1 **Owner** shall mean the **Customer** or **Client** for whose project the enquiry is issued by Buyer and shall include its successors and assignees as well as authorized officer(s)/ representative(s).
- 2 **Sub-Supplier** shall mean the person/ firm/ company/ organization to whom any part of the work has been sub-contracted by Seller/Supplier, with the written consent of Buyer, and shall include sub-Contractor's heirs, executors, administrators, representatives and assignees as agreed between Seller/Supplier and Buyer (BHEL).

Note - The Term Supplier is used for Seller/ Bidder/ Vendor/Manufacturer in this document. The term Sub-Supplier is used for Sub-Contractor/ Sub-Vendor in this document.

- 3 **Site** shall mean and include the land and place on which the project station related facilities are to be constructed and any adjacent land which may be allocated or used by *Owner, Buyer or Supplier* in performance of the Order/ Contract.
- 4 **Erection** shall mean include all work required for complete installation, from receiving, unloading, storage, preservation, to fixing & securing the equipment in its space.
- 5 **Commissioning** shall mean successful/ satisfactory completion of Trial Operation and readiness of the contracted/ ordered package / plant and materials unit wise/ set wise/ individual sub-system etc. including associated stand by for commercial use. This will include all consumables and inputs required for pre-commissioning.
- 6 **Inspection Agency (IA)** shall mean person(s) authorized by Buyer / Owner to inspect the stores as per Order/ Contract at Supplier's / Sub-Supplier's works. Suppliers to raise inspection call on BHEL - Quality Surveillance System (<https://cqir.bhel.in>).
- 7 **Month** shall mean calendar month and **Week** shall mean 7 days.
- 8 **Services** shall include Engineering, Study, Calibration, Type Test, Supervision of Erection and/or Commissioning, Installation Check, PG Test, Demonstration, Operation & Maintenance (O&M), Annual Maintenance of Contract (AMC), etc.
- 9 **Performance Guarantee Test** shall mean a test to be conducted by the Supplier at Site and witnessed by Owner/ Buyer, as per procedure submitted by the Supplier and approved by Owner/ Buyer describing the objective of the test, detailed procedures to test the guaranteed parameters, obligations as per the order/ contract, results presentation procedure and verification & acceptance criterion.

TERMS & CONDITIONS

1	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)
1.1	<p>a) EMD: Not Applicable</p> <p>b) EMD: Applicable, EMD amount shall be Rs. 6,00,000/-.</p>
1.2	<p>Modes of Deposit: EMD shall be accepted only in the following forms:</p> <ul style="list-style-type: none"> (i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL-PEM account details is given at the link https://pem.bhel.com/Documents/VendorSection/BHELBANKER.pdf (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) (iii) Fixed Deposit Receipt (FDR) (iv) Bank Guarantee from any of the Scheduled Banks (v) Insurance Surety Bonds <p>Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at pt.1.2(i)) shall have to be submitted to the Buyer within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.</p>
1.3	The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid/offer validity period. The EMD shall also be extended in case of extension of bid/offer validity.
1.4	<p>Forfeiture and Release/Return of EMD:</p> <ul style="list-style-type: none"> i) A Supplier's EMD will be forfeited if the Supplier withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful Supplier fails to furnish the required performance security within the specified period mentioned in the Tender. ii) EMD by the Buyer shall be withheld in case any action on the Supplier is envisaged under the provisions of extant "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines placed at https://www.bhel.com/supplier-registration. iii) Bid securities of the unsuccessful Suppliers shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful Suppliers during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation. iv) Bid security shall be refunded to the successful Supplier on conclusion of the Order/ receipt of a performance security (if applicable).
1.5	EMD shall not carry any interest.
2	PART-II BID OPENING IS SUBJECT TO FOLLOWING CONDITIONS:

	i) Qualification of Technical PQR. ii) Techno-commercial compliance to the NIT (Bid). iii) Mandatory conformance to applicable Govt. of India rules/ guidelines/ notifications/ circulars as issued or amended time to time. iv) Approval of Supplier by Owner (if applicable).
3	REGISTRATION IN BHEL-PEM
	It is strongly recommended that suppliers get themselves registered in BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at www.pem.bhel.com - Vendor Section - Online Supplier Registration . All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.
4	TECHNICAL PQR
	<p>a) Technical PQR: Not Applicable</p> <p>b) Technical PQR: Applicable</p> <p>i) Supplier has to provide the details as per TECHNICAL PQR in its Offer. Supplier to note that bids of only those Supplier(s) shall be evaluated who meet the Pre-Qualifying requirements.</p> <p>ii) This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME</p>
5	FINANCIAL PQR
	<p>a) Financial PQR: Not Applicable</p> <p>b) Financial PQR: Applicable</p> <p>Supplier has to provide the details as per FINANCIAL PQR in its Offer. Supplier to note that bids of only those Suppliers shall be evaluated who meet the Pre-Qualifying requirements.</p>
5A	Above terms of BHEL PQR(s) shall prevail in conflict (if any).
6	INTEGRITY PACT (IP)
6.1	<p>a) IP: Not Applicable</p> <p>b) IP: Applicable</p>
6.2	<p>IP is a tool to ensure that activities and transactions between the Company and its Suppliers are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC.</p> <p>a) Shri Otem Dai, IAS (Retd.) - iem1@gmail.com b) Shri Bishwamitra Pandey, IRAS (Retd.) - iem2@gmail.com c) Shri Mukesh Mittal, IRS (Retd.) - iem3@gmail.com</p>

The IP (format as enclosed) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those Suppliers 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.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only.

“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 officials whose contact details are provided below.”

Details of contact person(s):

Mr.SUMANT KUMAR, MANAGER /PG I-2 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: sumantkumar@bhel.in Ph. No. 9456257401	Ms. Naina Singh, DGM /PG I-2 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: nainasingh@bhel.in Ph. No. +91- 9911542969
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7 PQR DOCUMENTS VERIFICATION

Suppliers to ensure that Third party / Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority in the format given below. Suppliers to furnish latest verification details for checking veracity of document(s) by the Buyer. In case the same is found not available, Buyer has right to reject such document(s) from evaluation: -

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

8 CONFLICT OF INTEREST

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**

	<p>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</p> <p>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 authorise only one agent/dealer. There can be only one bid from the following: f.i The principal manufacturer directly or through one Indian agent on his behalf; and f.ii Indian/foreign agent on behalf of only one principal, or</p> <p>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</p> <p>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.</p>
9	LIMIT FOR SUPERVISION OF E&C CHARGES – Not APPLICABLE
	Supervision of E&C charges, if applicable, should not exceed 2% of the Total Contract Value (including Main Supply, E&C, Mandatory Spares etc.), failing which the quoted amount shall be adjusted accordingly as deemed fit by BHEL and BHEL decision shall be final in such case. Also, in such case, since offline payment mode is being selected for this tender, price breakup mentioned in BHEL purchase order shall prevail over the breakup mentioned in GeM PO.
10	DETAILED PRICE BREAK-UP
	<p>Suppliers to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. Detailed Price Break-up (annexure-I to X attached with Technical specification) shall be submitted by Supplier within Three (03) working days of Reverse Auction.</p> <p>If Price Break-up is not furnished within 03 working days, Buyer shall proceed ahead with its Price Break-up, which shall be binding on the Supplier.</p>
11	PRICES – PVC is applicable for this package.
	<p>a) PVC ceiling limit shall be positive (+ve) 10% and negative (-ve) 10%.</p> <p>b) PVC formula shall be attached with Technical specification (tender documents).</p>
12	DELIVERY SCHEDULE & CONTRACT VALIDITY
12.1	<p>1. Delivery Schedule –</p> <p>a) Main Supply ‘including quantity variation’*: Delivery completion for Main supply shall be Six (06) months from the date of drawing documents approval or manufacturing clearance whichever is later. Other terms of delivery mentioned at sl. No. 22 of this ATC.</p>

~~* if quantity variation release along with approval of primary documents.~~

b) ~~For Quantity variation** : Four (04) months from quantity clearance.~~

~~** if Quantity variation/ clearance issued after the primary documents approval.~~

c) ~~Mandatory Spares etc., (if applicable).~~ Not Applicable

d) ~~Services (if applicable) like supervision of E&C, PG test, Installation Check, Demonstration Test etc.~~ Not Applicable

NOTE: - Delivery mentioned in Gem Bid (in days) is indicative only, however contractual delivery schedule for LD purpose shall be as per sl.no 12 of ATC (as above).

2. Supplier to start manufacturing/supply only after getting the applicable engineering Drgs. /docs approved from Buyer/ Owner. Drawings /documents submission/re-submission schedule shall be as indicated in technical specification which shall be used for progress monitoring purpose and required course correction, if any.

3. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule. The delivery conditions specified are for contractual purposes. However, to meet project requirement, the Buyer may ask for early deliveries without any compensation thereof.

4. BHEL/Customer comments/approval and Vendor Re-submission schedule

Drg submission schedule for Primary Document	As given in technical specification i.e Within 10 days from PO.
BHEL/Customer comments/approval	Within 18 days of Vendor submission.

Details of documents, mentioned at technical specification under 'DOCUMENTATION REQUIREMENT' section pg. no. 14 of specification.

12.2

1. Validity of Contract (PO rates, terms and conditions): Supplier has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances where there is delay in providing inputs/ clearances from the Buyer (inputs, engineering approvals, deputing inspector for inspection, issuance of MDCC and/or any hold put by the Buyer for whatever reasons during execution of contract etc.) delivery time extension is admissible as per point no.3 below. In such situation it shall be obligatory on part of the Supplier to execute the contract at PO rates, terms and conditions provided inputs/ clearances have been accorded within validity of contract. Validity period for various activities shall be as defined below: -

1.1 Validity of the contract for main supply including quantity variation shall be **730** (C) days from the PO date.

However, delay at Supplier's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at Supplier's end.

	<p>For example: Original Delivery period for main supply: A (in days) Delay at Supplier's end: B (in days beyond "A" days) Contract validity: 730+B (in days) Supplier to note that B is the Supplier delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.</p> <p>1.2 Validity of the contract for Supply of Mandatory Spares / Services (other than PG test) applicable in the contract: Validity of contract for services applicable in the contract shall be one year over and above contractual validity period for main supply including quantity variation as specified at point no. 1.1 above.</p> <p>1.3 Validity of contract for Performance Guarantee (PG) test: Not applicable.</p> <p>2. Main supply including quantity variation, mandatory spares/ services applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by Supplier at PO rates, terms and conditions.</p> <p>3. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.</p>
13	TERMS OF DELIVERY AND INSURANCE
	<p>13.1 Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. E-way Bill will be arranged by Supplier as per GST law.</p> <p>13.2 Unloading of items at delivery point shall be in the scope of Buyer.</p> <p>13.3 Transit Insurance shall be in the Supplier's account.</p>
14	DOCUMENTS FOR DISPATCH
	<p>Supplier to submit copy of following documents by e-mail immediately on dispatch:</p> <ul style="list-style-type: none"> i) Tax Invoice/ e-Invoice (as applicable), ii) LR, iii) Packing List, iv) Insurance Intimation, v) E-way bill (as applicable), vi) Copy of BHEL MDCC
15	PAYMENT TERMS
	<p>15.1 Payment of Main Supply including Commissioning Spares & Mandatory Spares (if any): 100% Payment shall be released against Consignee Receipt-cum-Acceptance Certificate (CRAC)/MRC (Material Receipt Certificate) on submission of bills.</p> <p>15.2 Payment of Service(s) Charges / PG Test: 100% payment shall be released after successful completion of the activity on pro-rata basis, on certification by engineering / customer (as applicable) on submission of bills.</p>

15.3 Documents for Payment:

a) For Supply including Mandatory Spares (if any):

- i) Original Tax Invoice/e-Invoice (as applicable),
- ii) Packing List,
- iii) LR/Receipted LR,
- iv) CRAC/MRC (issued by project site engineer of Buyer/Owner),
- v) Guarantee Certificate,
- vi) E-way bill (as applicable),
- vii) Copy of valid Insurance document and Intimation,
- viii) Proof for submission of Performance Security (if applicable),
- ix) Copy of BHEL MDCC,
- x) PVC Calculation & copy of all applicable indices (if PVC is applicable)

15.4 Payments to Supplier's shall be released only after:

- a) Supplier has declared such invoice in GSTR-1as per the relevant GST Act.
- b) The tax component charged by the Supplier in the invoice matches with the details uploaded by the Supplier in GSTR-1 and GST liability is discharged through GSTR 3B.

In case, any GST credit is delayed/denied to the Buyer due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant GST Act for availing such ITC, or any other reasons not attributable to the Buyer, tax amount shall be recovered from the Supplier along with interest levied/ leviable on the Buyer.

15.5 RXIL is an initiative instituted by Govt. of India for MSMEs. PEM strongly advise all the MSME suppliers to get themselves registered on RXIL (TreDs) for faster payments.

15.6 Time line for Payment: Payment shall be made within timeline as mentioned below from the date of issue of consignee receipt-cum-acceptance certificate (CRAC)/MRC/Completion of Services certified by Buyer's Site/Engineering.

- a) Within 45 days for Supplier qualified and registered as Micro or small enterprises as per MSMED Act
- b) Within 60 days for Supplier qualified and registered as Medium enterprises as per MSMED Act
- c) Within 90 days for suppliers other than (a) & (b) above

The supplier shall ensure submission of complete documents along with the bill. In case of incomplete documents, the bill shall be rejected, and next due date shall start from the date of closure of discrepancy by the Supplier.

Provision of payment outside GeM shall be utilized.

15.7 Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable by the Buyer to the Supplier on any money or balances including but not limited to the security amount, Performance Security amount, bank guarantee amount, EMD, retention money, any bills or any amount withheld which may

	become due owing to difference or misunderstanding or any dispute between the Buyer and the Supplier, or any delay on the part of Buyer in making periodical or final payment or any other aspects incidental thereto.
16	PERFORMANCE SECURITY –
16.1	<p>a) Performance Security: Not Applicable</p> <p>b) Performance Security: Applicable, Initial e-PBG validity shall be 27 months from PO date for Main supply [Considering delivery period of 07 months (including one-month documents approval) + 18 months guarantee period + 2 months claim period]</p> <p>Supplier may opt any of the following for submission of Performance Security: -</p> <p>16.1.1: Initially 10% of the contract value (Total order value including PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.</p> <p style="text-align: center;">Or</p> <p>16.1.2: 5% of the contract value (total Order value excluding PVC). Additional 5% of the contract value (excluding PVC) will be deducted & retained from first bill & subsequent bill(s) of the same contract (in case the value of first bill is less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.</p> <p>This percentage supersedes the GeM enquiry SD/Performance Security percentage.</p>
16.2	<p>Modes of Deposit: Supplier has to furnish Performance Security in the following forms:</p> <ul style="list-style-type: none"> (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iii) 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). (iv) 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). (v) Insurance Surety Bond. <p>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>

16.3	Performance Security is to be furnished within 14 days from the date of PO/LOA 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. Initial validity of Performance Security shall be as per GeM Bid. However, Performance Security validity is to be extended based on the actual delivery of package.
16.4	Performance Security value can be proportionately reduced after completion of Guarantee Period Unit-wise/ Stage-wise/Set-wise/Scope wise (Main Supply/ Mandatory spares/Services excluding PG test) subject to the units/sets/stages/Scope (Main Supply/ Mandatory spares) being explicitly specified in delivery terms in the contract. However, Performance Security for the last unit/set/stage will be released only after completion of all contractual liability or guarantee period, whichever is later. In case of submission of PBG of any private bank, the PBG should be enforceable by being presented at any branch of Delhi-NCR.
16.5	<p><u>Forfeiture and Release/Return of Performance Security:</u></p> <p>i) The Performance Security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier.</p> <p>ii) Performance Security shall be refunded to the Supplier 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 guarantee/warranty under the contract.</p> <p>iii) If Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package (if applicable), as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the Supplier then Performance Security for total contract shall be released on submission of undertaking by the Supplier that Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package shall be conducted as and when required by Buyer.</p>
16.6	The Performance Security shall not carry any interest.
17	<u>LIQUIDATED DAMAGES (LD):</u>
	<p>Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Supplier fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by the Buyer, it shall be lawful for Buyer to recover damages for breach of Order/Contract and hereunder.</p> <p>17.1 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 total value of undelivered main supply portion excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract value of main supply excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.</p> <p>17.2 For Mandatory Spares:— LD on mandatory spares portion where delivery for mandatory spares is defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the total value</p>

	<p>of undelivered mandatory spares portion excluding GST per week or part thereof, limiting to 10% of total contract value excluding GST.</p> <p>17.3 Supplier to essentially quote prices against each line item of the BOQ in the respective columns. 'NIL', 'Free of Cost', 'Zero' etc. shall not be mentioned for any line item of the BOQ. In such case, Liquidated Damages shall be levied on the Total order/ contract value instead of undelivered portion of the Order/ contract. Also, if price of any line item (X) is mentioned 'Included' in any other line item (Y), then in case of delay in delivery of item (X), LD shall be applicable on value of item (Y)."</p> <p>17.4 In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>17.5 LR/RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. However, if date of receipt at site for indigenous supply is beyond the maximum validity of E-way bill as per extant govt. GST law then such excess period shall also be considered for LD purpose irrespective of the dispatch date.</p> <p>17.6 If Order/ Contract involves two or more Units/ Sets/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Stage wise and total LD amount shall be limited to 10% of total Order/ amended Order value excluding GST of delayed Unit/ Set/ Stage.</p> <p>17.7 The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be incurred by the Buyer directly or indirectly on account of delay in delivery of material/equipment/services on the part of the Supplier and the said amount will be deductible without proof of actual loss or damage caused by such delay.</p>
18	GUARANTEE TERMS
	<p>18.1 Guarantee Period (Project-wise, Unit-wise, Stage-wise, Set-wise, System-wise - as applicable) for Supply package shall be Eighteen (18) months from the date of last dispatch.</p> <p>18.2 All Shortages/damages in sound cases shall be replenished free of cost by the Supplier, as early as possible however, not exceeding more than 45 days from the time of reporting the shortage/damage.</p> <p>18.3 For shortages/damages during transit, Supplier shall supply replacements free of cost as early as possible, within 45 days from the time of reporting the defect/ loss/ rejection etc. by the Buyer/ Owner/ Site.</p> <p>18.4 For shortages/damages during handling at site, Supplier shall supply replacements, as early as possible, at the old contractual rates upon intimation to Supplier within 45 days from the time of reporting the defect/ loss/ rejection etc.</p> <p>18.5 All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of 45 days from the time of reporting the defect/</p>

	<p>loss/ rejection etc. Damaged items/parts can be taken back by Supplier on his own cost with the permission of Owner.</p> <p>18.6 All the replaced and replenished plant/ equipment/ stores shall also be guaranteed as per PO terms.</p>
19	<p>INSPECTION</p> <p>19.1 Buyer and/or Buyer's nominated Inspection Agency shall have at all reasonable times access to Supplier's premises or works and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the plant/ equipment/ stores during their manufacture, and if part of the plant/ equipment/ stores is manufactured at other premises, the Supplier shall arrange for inspection, examination and testing by the Inspection Agency as if the plant/ equipment/ stores is manufactured on the Supplier's premises. Procedure for approval of works shall be as per the procedure given on https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_suppliers.pdf</p> <p>Inspection calls should be raised by the Supplier on BHEL - Quality Surveillance System (https://cqir.bhel.in).</p> <p>Such inspection, examination and testing by itself shall not relieve the Supplier from any obligation under the Order/ Contract.</p> <p>19.2 Supplier shall give Inspection Agency reasonable notice of 15 days of any material being ready for testing and the Inspection Agency shall (unless the inspection of tests is voluntarily waived) attend at the Supplier's premises within seven (7) days of the date on which the material is notified as being ready. Tests are to be performed as per Buyer approved QAP (if applicable).</p> <p>19.3 In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the proposed date of inspection as notified by the Supplier through e-mail/call raised on BHEL - Quality Surveillance System (https://cqir.bhel.in) by the Buyer arising due to reasons not attributable to Supplier, Buyer will extend the delivery period for such delay in witnessing inspection. If the Buyer is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging fresh inspection.</p> <p>19.4 Where the Order/ Contract provides for tests/ inspections at the premises or works of the Supplier or any Sub-Contractor, the Supplier, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.</p>

20	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)
	<p>20.1 When the tests have been satisfactorily completed at Supplier's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Buyer.</p> <p>20.2 Buyer will issue MDCC to the Supplier within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of receipt of Inspection Report/Test certificates), by the Buyer due to reasons not attributable to the Supplier, Buyer shall extend the delivery period for such delay in issuing MDCC. If the Buyer is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging logistics arrangements.</p> <p>20.3 Supplier shall not dispatch any material before issue of MDCC by the Buyer.</p>
21	PACKING LIST
	<p>Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.</p> <p>Suppliers to submit Packing List along with advance set of documents for claiming payment which must indicate:</p> <ul style="list-style-type: none"> i. No. of boxes ii. Packing size. iii. Gross weight and net weight of each package. iv. Contents of the package with cross reference to BoM item code no. or item serial no. v. Quantity of each item separately. <p>The Packing list must cover all the BoM items and supplier to give the following undertaking in the Packing List: "The Packing List provided herewith is as per the BoM approved under Contract No.-dated-"</p>
22	DELIVERY EXTENSION: EXTENSION OF CONTRACTUAL DELIVERY TIME
	<p>Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the Supplier and review/approval of the same by the Buyer/Owner), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the Supplier 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 the Buyer besides force majeure shall be considered for delivery time extension to the Supplier as given below:</p> <ul style="list-style-type: none"> i) Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.

	<p>ii) Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the Supplier (i.e. resubmission owing to end customer comments) as certified by Buyer. 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 the Supplier's account.</p> <p>iii) Delay in providing engineering input by Buyer.</p> <p>iv) Delay in deputing inspector for inspection and delay in release of MDCC in line with clause no. 20 above.</p> <p>v) Any hold put by Buyer 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 15 days for the purposes of mobilization and demobilization of resources shall also be admissible.</p> <p>Supplier to note that Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. Supplier to provide dates of drg./doc. submission & re-submission (if any) within 7 days of Cat-I approval. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Order/ Contract.</p>
23	BREACH OF CONTRACT, REMEDIES AND TERMINATION
	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with PEM against the said contract.</p> <p>(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 PEM.</p> <p>(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.</p> <p>(iv) Any other mode as deemed fit by the Buyer at its sole discretion.</p> <p>(v) if recovery is not possible then legal remedies shall be pursued.</p> <p>However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.</p>
24	SUSPENSION OF BUSINESS DEALINGS
	<p>The "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" is placed at https://www.bhel.com/supplier-registration and, same shall prevail over Incident Management Policy of GeM.</p>
25	SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM
	<p>Supplier's performance will be evaluated as per Supplier Performance Monitoring and Rating System of BHEL. Please refer BHEL website www.bhel.com for details.</p>

26	CONFIDENTIALITY
	Supplier shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Buyer and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of Order/ Contract. i.e. Supplier shall in no way share or use such intellectual property of Buyer to promote his own business with others. Buyer reserves the right to claim damages from the Supplier, or take appropriate penal action as deemed fit against the Supplier, for any infringement of the provisions contained herein.
27	INTELLECTUAL PROPERTY & LICENSES
	<p>If any patent, design, trademark, trade secret or any other intellectual property rights apply to the delivery or accompanying documentation/drawings, Buyer or its customer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for the performance of the contract shall be promptly notified by the Supplier to the Buyer and shall be deemed to belong to the Buyer. The Supplier shall be obligated to cooperate with the Buyer and do everything necessary to obtain or perfect the above-mentioned rights in favour of the Buyer.</p> <p>The Supplier represents and guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. In the event a third party makes a claim, the Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.</p> <p>The Supplier agrees to indemnify, defend and hold harmless the Buyer, its officers, employees, agents, representatives, successors, assignees or any of the Buyer's customers buying or using the goods or services specified herein, against any actual or alleged infringement of such intellectual property interests, claims by third parties in this regard and shall pay to the Buyer merely on demand without demur and without requiring the Buyer to furnish any proof of such claim, such sum as indicated in the demand towards any liabilities, damages, penalties, injuries, claims, demands, actions, cost and expenses etc. suffered as a result thereof.</p> <p>The Supplier agrees that its liability under this clause shall be unlimited.</p>
28	ADDITIONAL NOTES TO BIDDERS: -
	<p>1. For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dt. 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 issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p>Following may also pls. be noted by the bidders:</p>

Eligibility of Suppliers : Class I Local Suppliers & Class II Local Suppliers, (as per para no. 3(b) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT and subsequent amendments).

In accordance with para 9 (a) of DPIIT's PP-MII order 2017 revision dated 04/06/2020, Class-I local suppliers" / "Class-II local suppliers" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for the Class-I local supplier" / "Class-II local supplier" as the case may be. They shall also give details of the location(s) at which the local value addition is made.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification w.r.t minimum local content (as per enclosed annexure-B) as per para 9 of PP-MII order revision dated 16.09.2020.

2. Bidders to,
 - ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
 - ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
 - to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

Note: Subsequent orders/circulars to be checked and to be complied.

3. **Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM). Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.**
4. Bidders to declare 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/guideline.
5. Bid submission time after the bid publication shall be 10 days.
6. Bid validity period from bid opening date shall be 180 days.
7. **Only Class-I / Class-II Local suppliers are eligible to bid for subject GeM tender / bid. Minimum Local Content required for qualifying a bidder as "Class-I / Class-II Local Supplier" is 50% & 20% respectively. Margin of purchase preference is 20%.**
8. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order,

2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

9. Following BOQ notes shall also remain a part of NIT: -
10. Any item which is “not quoted” or quoted as “not applicable” in the above list and is found to be “applicable” at a later date, shall be supplied by the Bidder without any price and delivery implication to BHEL/ Customer.
11. Quantity Variation is not applicable.
- 12. Consignee address as mentioned in GeM bid is indicative only. Consignee address (Material to be delivered) shall be as per annexure-E (shall prevail in case of conflict).**
13. Mode of Price Evaluation (on landed price at consignee destination at sl. No. 2.2 above) shall be “Bid to RA Option”. RA Qualification Rule shall be “H1 Elimination”.
14. All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library & GTC on GeM version available on GeM Portal.

Annexure-B

Letter head of Company (< Rs. 10 Cr value)

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PS-PEM, PPEI Building,
Plot No. 25, Sector -16A,
Noida (U.P.) - 201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No.- **GeM Bid no.** _____ **dt.** _____
Name of Package: : **THERMAL INSULATION - R-MATTRESSES/P-SECN**

Dear Sir,

We hereby certify that items offered by us of **THERMAL INSULATION - R-MATTRESSES/P-SECN** for **2X800 MW MEL SINGRAULI PHASE II**, M/s meets the requirement of minimum local content as a Class – I/ CLASS-II local supplier in line with clause of NIT (GeM NIT) and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20, 16.09.20 & 19.07.2024 and subsequent circular if any.

We hereby certify that items offered by us for **THERMAL INSULATION - R-MATTRESSES/P-SECN** for **2X800 MW MEL SINGRAULI PHASE II** has local content of %

We further confirm that details of location at which the local value addition is made will be our registered works at
.....(address of the works)

Yours very truly
.....(authorized signatory of company)
.....(firm name)

Annexure-C

Letter head of Company

Ref.....

Date.....

An undertaking regarding Model Clauses (To be provided alongwith bid)

Reference:

Project :- **2X800 MW MEL SINGRAULI PHASE II BTG**

Tender Enquiry No. - **GeM Bid no.** _____ **dt.** _____

Name of Package: **THERMAL INSULATION - R-MATTRESSES/P-SECN**

Dear Sir,

This has reference to: -

1. Our Offer for Supply of **THERMAL INSULATION - R-MATTRESSES/P-SECN** for **2X800 MW MEL SINGRAULI PHASE II** , against GEM Tender No. _____
2. Order dated 23.07.2020 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

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 **M/s** _____, is not from such a country and is eligible to be considered against GeM enquiry no: _____, **Dtd.** _____”.

Thanking you.

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

Annexure-D

Package: THERMAL INSULATION - R-MATTRESSES/P-SECN

Project: 2 X 800 MW MEL SINGRAULI PHASE II

Letter head of Company

Ref.....

Date.....

Reference: GeM Bid No....., **dtd.**

For above mentioned project/package & GeM tender, we,

confirm compliance to all terms and conditions of NIT.

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

Annexure-1

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.

Digitally signed by KARUNA KAUSHIK
 DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED,
 For & On behalf of the Principal ENGINEERING MANAGEMENT
 (PS-PEM), postalCode=201301, st=UTTAR PRADESH,
 2.5.4.20=2814002bef47d2573b9ec1cb335b807e8d6144eb
 745315189e7754443d7f9aa,
 pseudonym=B877695514657132E9785A86E96C3646893B1
 506,
 Place
 Date serialNumber=19C3DCCF6A8D0372C383FC3516E6B037AD8
 EPICCS4A6CD518AB63B10AECE914A, cn=KARUNA
 KAUSHIK

Witness: _____
 (Name & Address) _____

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

Witness: _____
 (Name & Address) _____


Annexure-E

Kindly note material to be delivered at following address (shall prevail in case of conflict):


Sl. No.	Project with delivery Address	Consignee as per GeM bid
1	2X800 MW MEL SINGRAULI (PH-II)	Swapnil Kumar
	Construction Manager, MEL site office,	
	Mahan Energen Limited	
	2x800 MW (Phase-II) Thermal Power Project	
	Village: Bandhoura, Karsualal	
	Tehsil: Waidhan, District-Singrauli,	
	Pin - 486886, Madhya Pradesh	
	GSTIN 23AABCE6086C2ZY	

PROJECT	:- 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP				
PACKAGE	:-THERMAL INSULATION - R-MATTRESSES/P-SECN				
BID No. (Through GeM)					
PART – 1 Opening DATE					
BIDDER Name					

Item Number	ITEM CODE	Item Title	Item Description	Density (Kg/CuM)	Thick. (mm)	Unit of Measure	Item Quantity	PRICE SCHEDULE	
								FRT @	GST@% ON (EX-WORKS + FREIGHT)
1	169-0110005-00-A	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire - Density 100 Kg per m3 and Thickness 25 MM	100- 25 - wn 0.56 mm x 13 mm aperture			SQM	3600		
2	169-0110007-00-A	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire- Density 100 Kg per m3 and Thickness 40 MM	100- 40 - wn 0.56 mm x 13 mm aperture			SQM	9600		
3	169-0110009-00-A	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire - Density 100 Kg per m3 and Thickness 50 MM	100- 50 - wn 0.56 mm x 13 mm aperture			SQM	9100		
4	169-0110011-00-A	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire - Density 100 Kg per m3 and Thickness 60 MM	100- 60 - wn 0.56 mm x 13 mm aperture			SQM	12400		
5	169-0110013-00-A	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire- Density 100 Kg per m3 and Thickness 75 MM	100- 75 - wn 0.56 mm x 13 mm aperture			SQM	19100		
6	169-0110003-00-A	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire - Density 150 Kg per m3 and Thickness 25 MM	150- 25 - wn 0.56 mm x 13 mm aperture			SQM	300		
7	169-0110017-00-A	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire- Density 150 Kg per m3 and Thickness 40 MM	150- 40 - wn 0.56 mm x 13 mm aperture			SQM	4300		
8	169-0110019-00-A	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire- Density 150 Kg per m3 and Thickness 50 MM	150- 50 - wn 0.56 mm x 13 mm aperture			SQM	3200		
9	169-0110097-00-A	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire- Density 150 Kg per m3 and Thickness 60 MM	150- 60 - wn 0.56 mm x 13 mm aperture			SQM	16700		
10	169-0110001-00-A	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire - Density 150 Kg per m3 and Thickness 75 MM	150- 75 - wn 0.56 mm x 13 mm aperture			SQM	30800		
11	169-0110015-00-A	Bonded mineral (Rock) wool mattresses with one side SS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm SS wire - Density 150 Kg per m3 and Thickness 75 MM	150- 75 - wn/SS 0.56 mm x 13 mm aperture			SQM	10500		

	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
		Issue No: 01
		Rev. No. 00
		Date: 03.02.2025

BILL OF QUANTITY

	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
		Issue No: 01
		Rev. No. 00
		Date: 03.02.2025

BILL OF QUANTITY

SI No.	Material	Bulk Density (IN Kg/M3)	Thickness (IN MM)	Total Quantity For Unit (IN Sq.M.)	Total Quantity For Station (IN Sq.M.)
			25	150	300
1	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire	150	40	2150	4300
			50	1600	3200
			60	8350	16700
			75	15400	30800
2	Bonded mineral (Rock) wool mattresses with one side SS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm SS wire	150	75	5250	10500
3	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire	100	25	1800	3600
			40	4800	9600
			50	4550	9100
			60	6200	12400
			75	9550	19100


**2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II),
SINGRAULI, MP**

**TECHNICAL SPECIFICATION
FOR
LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS**

SPECIFICATION No. PE-TS-504-169-M032
ISSUE NO. 01
REV NO. 00




BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA, INDIA

	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
		Issue No: 01
		Rev. No. 00
		Date: 03.02.2025

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	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
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		Date: 03.02.2025


SCOPE

SCOPE OF THIS PACKAGE COVERS THE FOLLOWING:


SL.NO	PARAMETERS	REQUIREMENT
1	Supply Including Design, Engineering, Manufacturing Of	YES
a)	Main Supply	YES
b)	Commissioning Spares	NO
2	Inspection & Testing Including Calibration	YES
3	Painting	NO
4	Packing	YES
5	Transportation & Delivery To Site	YES
6	Erection & Commissioning	NO
7	Supervision Of Erection & Commissioning	NO
8	Mandatory Spares	NO
9	O & M Service	NO
10	O & M Spares	NO

	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
		Issue No: 01
		Rev. No. 00
		Date: 03.02.2025


	GENERAL TECHNICAL REQUIREMENT
1	The material shall comply with all applicable safety codes and statutory regulations of India as well as of the locality where the equipment is to be installed.
2	In the event of any conflict between the requirements of two clauses of this specification, documents or requirements of different codes and standards specified, the more stringent requirement as per the interpretation of the owner shall apply
3	Drawing/document submission shall be through web based Document Management System(DMS) of BHEL. Bidder would be provided access to the DMS for drawing/document submission. Bidder to ensure internet connectivity of min speed of 2Mbps at their end.
4	Drawings/ documents submitted by vendor at any stage shall be complete in all respects. Any incomplete drawing submitted shall be treated as non- submission with delays attributable to vendor. For any clarification/ discussion required to complete the drawings, the bidder shall depute his personnel to BHEL / Customer's Office as per the requirement for across the table submission/ finalizations of drawings.
5	Latest codes and standards shall be applicable as on date of bid submission
6	The mattresses shall be made from rock processed from a molten state into fibrous form with minimum organic thermosetting binder, and shall be machine felted, baked and metallic stitched / faced with metallic hexagonal wire netting on one or both sides (as specified in the BOM).
7	The metallic hexagonal wire netting shall be of Galvanized steel (made from wire conforming to IS: 280 medium coated to IS: 4826) / Stainless steel (made from wire to IS: 6528) having wire size and aperture conforming to IS: 3150, as specified in the BOM.
8	The mattress shall be continuously stitched / tied on to the wire netting with minimum 0.4 mm dia. galvanized steel / stainless steel wire, as specified in the BOM. The spacing between the stitching / ties shall not be more than 250 mm along the width and 150 mm along the length.

	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP		PE-TS-504-169-M032
			Issue No: 01
			Rev. No. 00
			Date: 03.02.2025
	TECHNICAL DATA - PART - A		
1.0	DESIGN CODES & STANDARDS		
	1.1	DESIGN STANDARD	IS: 8183
	1.2	METHOD OF TESTS	IS: 3144
	1.3	METHOD FOR DETERMINATION OF THERMAL CONDUCTIVITY	IS: 3346
2.0	DESIGN /SYSTEM PARAMETERS		
	2.1	BULK DENSITY (TOLERANCE +15 % and - 5%)	150 Kg/M ³ & 100 Kg/M ³
	2.2	SIZE (LENGTH X WIDTH)	1520 MM x 1220 MM or 1640 MM x 1220 MM
	2.3	THICKNESS (IN MM) (TOLERANCE: +6/-2 MM)	25, 40, 50, 60 & 75

STANDARD TECHNICAL DATA SHEET FOR LIGHT RESIN BONDED MINERAL (ROCK) WOOL MATTRESSES				
PROJECT: 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II) SINGRAULI, MP				
QP NO: PE-QP-504-169-M031				
SPECIFICATION NO: PE-TS-504-169-M032				
SL. No.	CHARACTERISITCS	ACCEPTANCE/PERMISSIBLE LIMIT		
1	MATERIAL	LRB Rock wool mattresses confirming to IS:8183/Latest.		
2	Bulk Density	100 Kg/m ³ & 150 Kg/m ³ with (+)15% & (-)5% tolerance.		
3	Mattresses Size	1640mm x 1220mm/1520mm x 1220mm		
4	Thickness	25,40,50,60,75mm (Thickness values as per BOM) Tolerance on thickness shall		
5	Service Temperature	Upto 400 ⁰ C - 100 Kg/m3 Above 400 ⁰ C - 150 Kg/m3		
6	Thermal Conductivity as per IS 8183/93 (Group 3/Group 4)	Mean Temp.	100 Kg/m ³ (Group 3) K value in mW/cm.°C (Max)	150 Kg/m ³ (Group 4) K value in mW/cm.°C (Max)
		100° C	0.52	0.52
		200° C	0.73	0.68
		300° C	0.95	0.93
7	Chloride content	0.01 % max.		
8	Shot content	Shot shall not exceed 5% maximum by weight.		
		Shot shall not be greater than 5mm in any dimension.		
9	Sulphur content	0.6% max		
10	Moisture Content (Weight gain by moisture absorption)	2 % max		
11	Incombustibility Test (loss of weight after test)	5% max		
12	Resistance to vibration	1 % max		
13	Resistance to jolting	3 % max		
14	Alkalinity	7-10 pH		
15	Recovery After Compression	90% minimum after compression to 75% of the original Thickness.		
16	Fibre Diameter	7.0 Micron max.		
17	SS wire netting (above 400 deg.C)	As per IS:6528 & 3150, Aperture 13mm & Wire Dia 0.56mm.(Wire Dia and single side/ Both sides wire netting as per BOM).		
18	SS Tieing/Stitching wire (above 400 deg.C)	Wire Dia 0.40mm As per IS:6528.		
19	GI wire netting (upto 400 deg.C)	As per IS:280 & 3150, Aperture 13mm & Dia 0.56mm.(Wire Dia and single side/ Both sides wire netting as per BOM).		
20	GI Tieing/Stitching wire (upto 400 deg.C)	Wire dia 0.40mm As per IS:280.		
21	Packing, Marking & other requirement	Stack of mattresses shall be packed in unfolded condition and sealed in polythene bags of at least 0.2mm thickness. Then the sealed bags shall be put inside the polythene lined HDPE or HDPP Woven netting bags and sealed by machine stitching. Packing to be duly marked with a caution note "Always store under covered shed and on raised platforms". For marking and other details Technical specification is to be referred.		
BIDDER/SUPPLIER		BHEL		

	<p>TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS</p> <p>2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP</p>	PE-TS-504-169-M032
		Issue No: 01
		Rev. No. 00
		Date: 03.02.2025

QUALITY PLAN

	MANUFACTURER/BIDDER/SUPPLIER NAME & ADDRESS		QUALITY PLAN					SPEC. NO: PE-TS-504-169-M032			DATE: 20.02.24		
			CUSTOMER: MAHAN ENERGEN LTD. (MEL)					QP NO.: PE-QP-504-169-M031			DATE: 20.02.24		
			PROJECT: Thermal Insulation – Bonded Mineral (Rock) Wool Mattresses					PO NO.:			DATE:		
			ITEM: THERMAL INSULATION – RESIN BONDED MINERAL (ROCK) WOOL MATTRESSES					SECTION: II			SHEET 1 OF 2		
SL NO.	COMPONENT & OPERATIONS	CHARACTERIST-ICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD		AGENCY			REMARKS
1	2	3	4	5	6		7	8	9				10
					M	B/C				D	M	B	C

1.0 RAW MATERIAL INSPECTION

1.1	Chemical Composition (Raw Material)	Chemical Composition	MA	Chemical Test	One Sample Per Lot	-	Manufacturer Standard	Manufacturer Standard	TC	√	P	V	-	
1.2	GS Wire	Size of Aperture	MA	Measurement	IS 3150 Appendix A	IS 3150 Appendix A	IS 3150	IS 3150/ BHEL/ Customer Approved Data Sheet	IR	√	P	W#	-	#Witness shall be carried out at the stage of Clause 3.1.
		Gauge Diameter of Netting Wire & Stitching Wire	MA	Measurement			IS 280	IS 280/ BHEL/ Customer Approved Data Sheet	IR	√	P	W#	-	
		Chemical	MA	Lab. Test	IS 3150 Appendix A	-	IS 280	IS 7887	TC	√	P	V	-	
		Coating Test	MA	Lab. Test			IS 280	IS 4826	TC	√	P	V	-	
		Tensile Test, Wrapping Test & Bend Test	MA	Lab. Test			IS 280	IS 280	TC	√	P	V	-	
1.3	SS Wire (IF APPLICABLE)	Size of Aperture	MA	Measurement	IS 3150 Appendix A	IS 3150 Appendix A	IS 3150	IS 3150/ BHEL/ Customer Approved Data Sheet	IR	√	P	W#	-	#Witness shall be carried out at the stage of Clause 3.1.
		Gauge Diameter of Netting Wire & Stitching Wire	MA	Measurement			IS 6528	IS 6528/ BHEL/ Customer Approved Data Sheet	IR	√	P	W#	-	
		Chemical Analysis, Tensile Test, Reverse Bend Test, Wrapping Test, Torsion Test	MA	Lab. Test	IS 6528	-	IS 6528	IS 6528	TC	√	P	V	-	


2.0 IN-PROCESS INSPECTION

2.1	Finished Mattress	Dimension & Tolerance	MA	Measurement	IS 8183	-	IS 3144	IS 8183/ BHEL/ Customer Approved Data Sheet	Log Book	-	P	V	-	
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3.0 FINAL INSPECTION

3.1	Bonded Mineral (Rock) Wool Mattresses (Finished Product)	Dimensions	MA	Measurement	IS 8183	IS 8183	IS 3144	IS 8183/ BHEL/ Customer Approved Data Sheet	IR	√	P	W	V	
		Appearance	MA	Visual	IS 8183	-	IS 3144	Free from Damage	IR	√	P	V	V	
		Bulk Density, Shot Content, Sulphur Content, Chloride Content, Moisture Content	MA	Lab. Test	IS 8183	IS 8183	IS 3144	IS 8183/ BHEL/ Customer Approved Data Sheet	TC	√	P	W	V	Routine tests
		Alkalinity	MA	Lab. Test	IS 8183	IS 8183	IS 8183		TC	√	P	W	V	

BIDDER/SUPPLIER		BHEL						FOR CUSTOMER REVIEW & APPROVAL			
Sign & Date		ENGINEERING			QUALITY			Doc No:			
Seal		Sign & Date	Name		Sign & Date	Name			Sign & Date	Name	Seal
		Checked by: IK Ujjwal	IK Ujjwal	Checked by: Ashish Panigrahi	Ashish Panigrahi	Ashish Panigrahi		Reviewed by:			
		Reviewed by: Prince Malik	Prince Malik	Reviewed by: HARISH KUMAR	HARISH KUMAR	Harish Kumar		Approved by:			

	MANUFACTURER/BIDDER/SUPPLIER NAME & ADDRESS		QUALITY PLAN						SPEC. NO: PE-TS-504-169-M032				DATE: 20.02.24		
			CUSTOMER: MAHAN ENERGEN LTD. (MEL)						QP NO.: PE-QP-504-169-M031				DATE: 20.02.24		
			PROJECT: Thermal Insulation – Bonded Mineral (Rock) Wool Mattresses						PO NO.:				DATE:		
			ITEM: THERMAL INSULATION – RESIN BONDED MINERAL (ROCK) WOOL MATTRESSES						SECTION: II				SHEET 2 OF 2		
SL NO.	COMPONENT & OPERATIONS	CHARACTERIST-ICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK		REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD		AGENCY			REMARKS	
1	2	3	4	5	6		7	8	9		D	M	B	C	10
					M	B/C									
	Type Tests	Thermal Conductivity (K Value)	CR	Lab. Test	IS 8183	-	IS 3346	IS 8183/ BHEL/ Customer Approved Data Sheet	TC	√	P	V	V	Refer Notes ‘1’ & ‘2’	
		Heat Resistance, Moisture Absorption, Incombustibility, Resistance to Vibration, Resistance to Jolting	MA	Lab. Test	IS 8183	IS 8183	IS 3144	IS 8183/BHEL/Customer Approved Data Sheet	TC	√	P	W	V	Refer Note ‘3’	
		Recovery After Compression	MA	Lab. Test	IS 8183	IS 8183	IS 8183		TC	√	P	W	V		
		Fibre Diameter	MA	Lab. Test	One for each density	One for each density	IS 3144		TC	√	P	W	V		
3.2	Packing & Marking	Packing Type and Identification Marking	MA	Visual	Random	-	BHEL/ Customer Approved Data Sheet	BHEL/ Customer Approved Data Sheet	IR	√	P	V	-		

NOTES:

- If 'K' Value test has been conducted against any order by BHEL/reputed customer, on samples collected within twelve (12) months prior to the date of present inspection, the related test results may be provided. Otherwise, the tests will be carried out on samples identified and sealed by Customer/BHEL authorized representative and related test results to be provided. The tests will be carried out at NABL accredited labs or test houses (e.g. CBRI - Roorkee, IIT - Chennai or PIBCO R & D Centre, N. Delhi, NIRMA University, Ahmedabad) recognized by reputed customers. 'K' Value test will be carried out for at least three mean temperatures i.e. 100°C, 200°C & 300°C for each density.
- Thermal conductivity type test reports shall be submitted to BHEL Engineering for review and approval.
- If Type tests (except thermal conductivity) has been conducted against any order by BHEL/reputed customer with in last twelve (12) months from the inspection, the related test results may be provided. Otherwise, they are to be carried out in the presence of BHEL/BHEL TPIA.

Legends:

M: Supplier/ Manufacturer/ Sub-Supplier
B: Main Supplier/BHEL/ Third Party Inspection agency
C: Customer
TPIA: Third Party Inspection Agency


MA: Major Characteristic
CR: Critical Characteristic
TC: Test Certificate
IR: Inspection Report

P: Perform
W: Witness
V: Verification

BIDDER/SUPPLIER	
Sign & Date	
Seal	

BHEL					
ENGINEERING			QUALITY		
	Sign & Date	Name		Sign & Date	Name
Checked by:	I K Ujjwal	I K Ujjwal	Checked by:	Ashish Panigrahi	Ashish Panigrahi
Reviewed by:	Prince Malik	Prince Malik	Reviewed by:	HARISH KUMAR	Harish Kumar

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

	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
		Issue No: 01
		Rev. No. 00
		Date: 03.02.2025

PACKING REQUIREMENT

Sl.no	DESCRIPTION
1	Type of Packing:
1.1	Stack of mattresses shall be packed in unfolded condition and sealed in polythene bags of at least 0.2mm thickness. Then the sealed bags shall be put inside the polythene lined HDPE or HDPP Woven netting bags and sealed by machine stitching.
1.2	Each bag of mattresses shall be serial numbered. Also, printed sheets indicating the nominal thickness, density and wire netting details (i.e. material and size) shall be placed below the wire netting.
1.3	For easy identification of mattresses as per density & wire netting material, following colour codes along with marking as shown in Fig 1, for the HDPE bags is to be followed: a) Yellow bags for 150 kg/m ³ with Galvanized steel wire netting b) White bags for 100 kg/m ³ with Galvanized steel wire netting c) Yellow bags for 150 kg/m ³ with SS wire netting d) In case of both side SS/ GS wire meshing, additional marking "BOTH SIDE MESH" is to be provided.
1.4	Following details shall be legibly and indelibly marked on the packages. a) Project Name b) Vendor name: c) Purchase Order No. and Date d) Sl. No. of package/Batch No: e) Size of mattresses (Thickness x Length x Width) f) Density of mattresses g) Wire netting material and size h) Weight of the package i) No. of mattresses in the package j) A caution note "Always store under covered shed and on raised platforms"
2	Fig 1: Sketch for marking on bags



TECHNICAL SPECIFICATION
LIGHTLY RESIN BONDED MINERAL (ROCK)
WOOL MATTRESS

2X800MW ULTRA SUPER CRITICAL TPP
MAHAN (PH-II), SINGRAULI, MP

PE-TS-504-169-M032

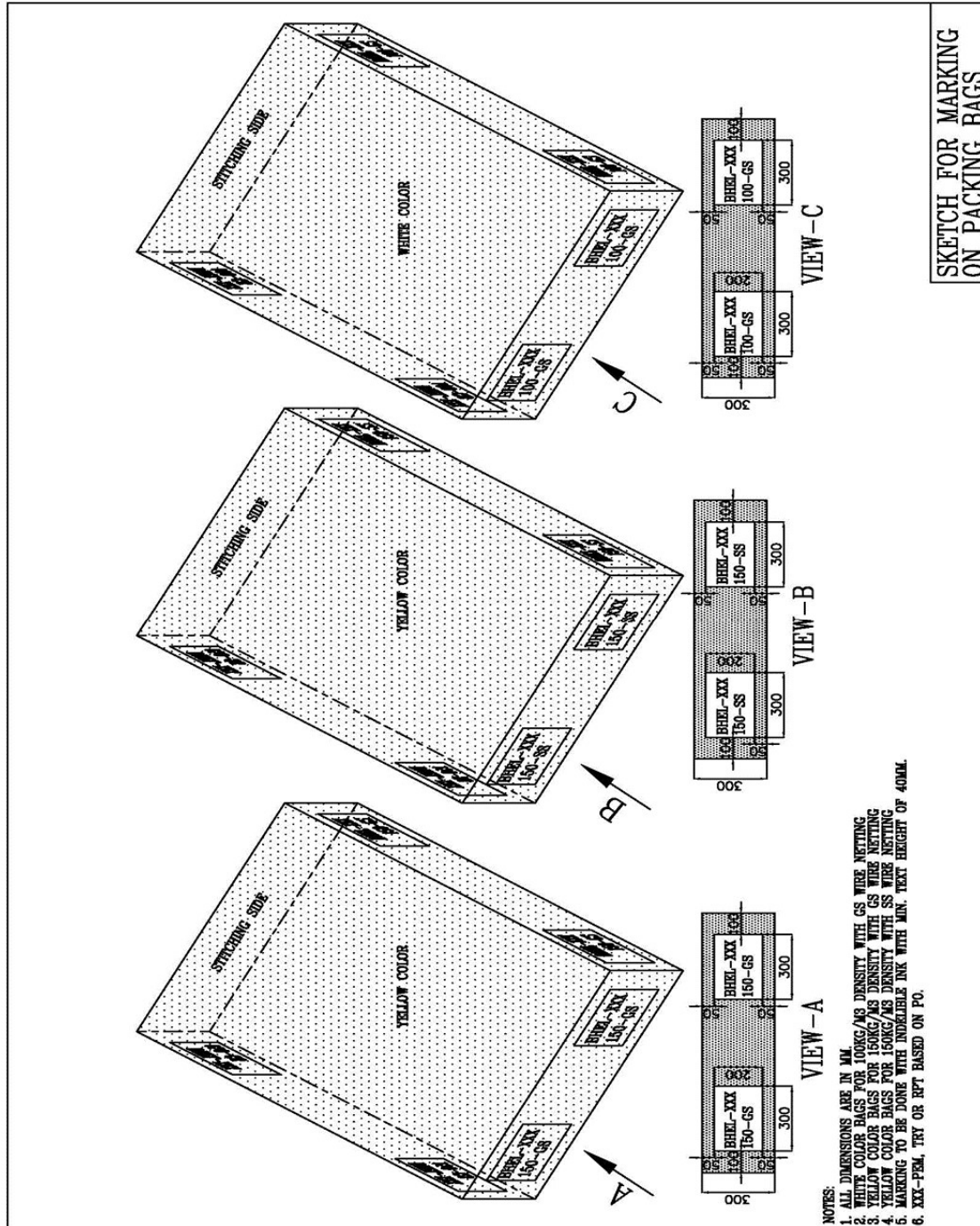
Issue No: 01


Rev. No. 00

Date: 03.02.2025


PACKING REQUIREMENT

Fig 1: Sketch for marking on bags




	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
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		Rev. No. 00
		Date: 03.02.2025

BILL OF QUANTITY

	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
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BILL OF QUANTITY

SI No.	Material	Bulk Density (IN Kg/M3)	Thickness (IN MM)	Total Quantity For Unit (IN Sq.M.)	Total Quantity For Station (IN Sq.M.)
			25	150	300
1	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire	150	40	2150	4300
			50	1600	3200
			60	8350	16700
			75	15400	30800
2	Bonded mineral (Rock) wool mattresses with one side SS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm SS wire	150	75	5250	10500
3	Bonded mineral (Rock) wool mattresses with one side GS wire netting of 13 mm x 0.56 mm size stitched with 0.4 mm GS wire	100	25	1800	3600
			40	4800	9600
			50	4550	9100
			60	6200	12400
			75	9550	19100


	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
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DOCUMENTATION REQUIREMENT

DRAWINGS & DOCUMENTS TO BE SUBMITTED BY ALL THE BIDDERS ALONG WITH THE BID	
Sl. No.	DOCUMENT TITLE
1	PQR CREDENTIALS
2	COMPLIANCE SHEET (DULY SIGNED & STAMPED)

DRAWINGS & DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT ALONG WITH SUBMISSION SCHEDULE		
Sl. No.	DOCUMENT TITLE	SUBMISSION SCHEDULE
1	QUALITY PLAN DULY SIGNED & STAMPED	Within 10 days from PO
BHEL/Customer comments/approval and Vendor Re-submission schedule		
BHEL/Customer comments/approval		Within 18 days of Vendor submission.

DRAWINGS & DOCUMENTS TO BE SUBMITTED AS FINAL/AS-BUILT DOCUMENT
Not Applicable

	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
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COMPLIANCE CERTIFICATE	
1	It is hereby confirmed that the technical specification (sheet 1 to 12) has been read and understood. We confirm compliance to the tender specification including any prebid clarification and amendments issued prior to techno-commercial bid opening without any deviation.
2	It is hereby declared that any technical submittals which was not specifically asked by BHEL in NIT shall not to be considered as part of bid and shall not be evaluated by BHEL.

Signature of authorised Representative

Name and Designation :

Name & Address of the Bidder

Date

	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
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PRICE VARIATION CLAUSE



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT

**THERMAL INSUALTION-LRB (ROCKWOOL) MATTRESS / PIPESECTION for
2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II) SINGRAULI, MP**

Price Variation Clause:

Ex-works prices shall be variable as per PVC formula given below:

$$\text{Current Price} = \text{Order Price} * (0.15 + 0.4 * M1/M0 + 0.15 * F1/F0 + 0.05 * S1/S0 + 0.25 * L1/L0)$$

Where

M0 = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.3.13.2 (REFRACTORY PRODUCTS) FOR MONTH OF ORDERING.

M1 = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.3.13.2 (REFRACTORY PRODUCTS) FOR 1 MONTH PRIOR TO DESPATCH.

F0 = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.2 (FUEL & POWER) FOR MONTH OF ORDERING.

F1 = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.2 (FUEL & POWER) FOR 1 MONTH PRIOR TO DESPATCH

S0 = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.3.14.4 – (MILD STEEL-LONG PRODUCTS) FOR MONTH OF ORDERING.


S1 = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.3.14.4 – (MILD STEEL-LONG PRODUCTS) FOR 1 MONTH PRIOR TO DESPATCH

L0 = INDICES AS PER RBI BULLETIN TABLE 19 (CONSUMER PRICE INDEX FOR INDUSTRIAL WORKERS) FOR MONTH OF ORDERING.


L1 = INDICES AS PER RBI BULLETIN TABLE 19 (CONSUMER PRICE INDEX FOR INDUSTRIAL WORKERS) FOR 1 MONTH PRIOR TO DESPATCH

Total PVC shall be limited to \pm 10% of Ex-Works Value.

Note: RBI Indices considered for refractory, Fuel & Power, Mild steel are as per base year 2011-12 and for Industrial worker as per base year 2016 of RBI Bulletin. The above PV Clause is subject to change based on latest RBI Bulletin.

	TECHNICAL SPECIFICATION LIGHTLY RESIN BONDED MINERAL (ROCK) WOOL MATTRESS 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP	PE-TS-504-169-M032
		Issue No: 01
		Rev. No. 00
		Date: 03.02.2025

PRE QUALIFICATION REQUIREMENT (TECHNICAL)

	PRE - QUALIFYING REQUIREMENTS	DOCUMENT NO: PE-TS-504-169-M053
		REVISION NO: 00, DATE: 27.02.2025
		SHEET: 1 of 3

Project: 2X800MW ULTRA SUPER CRITICAL TPP MAHAN (PH-II), SINGRAULI, MP

Package: Thermal Insulation – Bonded Mineral (Rock) Wool Mattresses

CRITERIA FOR EVALUATION (TECHNICAL):

1. Technical Pre-Qualifying Requirements:

- 1.1 The bidder (including cases as defined in clause no. 2.1 below) should have designed, in-house manufactured, tested, inspected and supplied thermal insulation - **Bonded Mineral (Rock) Wool Mattresses** for use in a power plant or for similar application.

Supply of material through requisite tie-up with specified manufacturing unit(s) shall also be acceptable. In such cases, tied up manufacturing unit(s) shall be binding for the contract and bidder shall meet PQR pertaining to all manufacturing units individually. Manufacturing units quoting through such tie-up shall not be eligible to quote separately or through any other tie-up.

Bidder to provide authorization letter from manufacturing units along with scope matrix in support of such Tie-up.

Manufacturing units, which have tie-up with parties quoting to BHEL, shall not be qualified for separately quoting to BHEL.

- 1.2 The item(s) mentioned in point 1.1 should have performed successfully for at least one year. To establish meeting this requirement, the bidder/supplier shall conform to any one of the following clauses through supporting documents:

- i) One (1) Performance certificate along with correlated purchase order from End-user having the item(s) performing successfully for at least one (1) year from date of commissioning. The one-year period should have been completed prior to the date of bid submission as defined by BHEL-PEM in NIT.

Documents Required:

Performance certificate from End-user (duly signed & dated) specifying that the product is performing successfully for one (1) year from date of commissioning (also to be mentioned in certificate) along with correlated purchase order.

Or

- ii) One (1) repeat contract from a purchaser (i.e. 2 Nos of Purchase orders from one purchaser). A contract shall be considered as repeat, when the second contract is given by the same purchaser after lapse of minimum one (1) year from date of placement of first contract. The contracts should have been placed prior to the date of bid submission as defined by BHEL-PEM in NIT.

PREPARED BY:	REVIEWED BY:	APPROVED BY:
NAME: I K Ujjwal DESIGNATION: Sr. Manager DEPT.: PS-PEM/ MPL	NAME: Prince Malik DESIGNATION: DGM DEPT.: PS-PEM/ MPL	NAME: B K Agarwal DESIGNATION: DH & AGM DEPT.: PS-PEM/ MPL

	PRE - QUALIFYING REQUIREMENTS	DOCUMENT NO: PE-TS-504-169-M053
		REVISION NO: 00, DATE: 27.02.2025
		SHEET: 2 of 3

Documents Required:

Purchase order(s) and supply details like Material dispatch clearance certificate (MDCC)/ Material receipt certificate (MRC)/Lorry receipt (LR)/ Invoice of first Purchase order.

Note:

All the documents as mentioned above at 1.2 (i) & (ii) shall be within 15 years from date of bid submission as defined by BHEL-PEM in NIT.

1.3 In addition to above, bidder/supplier should have the following facilities for thermal insulation - **Bonded Mineral (Rock) Wool Mattresses** as per BHEL requirement as mentioned in Data sheet-A of technical specification.

- a) Capability of manufacturing thermal insulation - **Bonded Mineral (Rock) Wool Mattresses** of minimum **250 MT** per month

Documents required:

Certificate indicating capacity and details/ undertaking of manufacturing facilities.

- b) In-house testing facilities for carrying out tests as per relevant standards & Quality plan. In case, the in-house testing facilities are not available, then bidder/supplier shall furnish undertaking that test(s) will be carried out from govt. approved lab or test house recognized by reputed customers.

Documents required:

Details of testing facilities.

1.4 To establish business continuity, bidder/supplier is required to submit at least one (1) Purchase order for thermal insulation - **Bonded Mineral (Rock) Wool Mattresses** in last 3 (Three) years prior to the date of bid submission as defined by BHEL-PEM in NIT.

2.0 Bidder to also comply with general points mentioned below.

2.1 Offers of the JV companies/ Joint Bidders/ bidders having collaboration/ licensing agreement/ MOU/ Indian subsidiaries shall be evaluated as follows:

- a) If bidder happens to be an Indian subsidiaries of foreign OEM, then the credentials of the foreign OEM can also be considered for meeting PQR.
- b) If bidder happens to be the Joint Venture Company, then the credentials of any of JV partners can be also considered for meeting PQR.

PREPARED BY: NAME: I K Ujjwal DESIGNATION: Sr. Manager DEPT.: PS-PEM/ MPL	REVIEWED BY: NAME: Prince Malik DESIGNATION: DGM DEPT.: PS-PEM/ MPL	APPROVED BY: NAME: B K Agarwal DESIGNATION: DH & AGM DEPT.: PS-PEM/ MPL
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	PRE - QUALIFYING REQUIREMENTS	DOCUMENT NO: PE-TS-504-169-M053
		REVISION NO: 00, DATE: 27.02.2025
		SHEET: 3 of 3

c) If bidder happens to be the having valid collaboration agreement/ MOU/ licensing agreement with some other company, then the credentials of collaborator/ MOU partner/ licensing company can also be considered for meeting PQR.

Note: If bidder(s) qualifies on the basis of credentials of his principal/ JV partner/ Collaborator/ joint bidder etc., then the principal/ JV partner/ Collaborator/ MOU partner/ joint bidder shall be responsible for overall design vetting and warranty/ guarantee of the package. The scope matrix clearly defining their respective roles including design vetting, manufacturing of critical component, E&C etc. and warranty/ guarantee shall be submitted along with the offer.

2.2 Bidder to note that the arrangement of bidding (joint bid partners/ collaborator/ MOU partner/licensing company etc.) once offered to BHEL as a part of bidding documents cannot be changed till the execution of contract(s).

2.3 Consideration of offer shall be subject to customer's approval of bidders, if applicable.

2.4 Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.

2.5 After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

2.6 Bidder to ensure that Third Party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/ certificate issuing authority such as name & designation of issuing authority and its organization contact number and email-id etc. In case the same found not available, purchaser has right to reject such document from evaluation.

2.7 Attached annexure (**Annexure-1: SUB-VENDOR QUESTIONNAIRE**) to be filled by the bidders (i.e. Sub-vendors of Main Contactor) on quality & general terms. Requisite Documents (like factory registration certificate, R&D set-up details etc.) asked in the Annexure-1, shall also be attached as Annexure-F2.1 to Annexure F2.17 along with the filled response in the Annexure-1.

2.8 Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.

PREPARED BY: NAME: I K Ujjwal DESIGNATION: Sr. Manager DEPT.: PS-PEM/ MPL	REVIEWED BY: NAME: Prince Malik DESIGNATION: DGM DEPT.: PS-PEM/ MPL	APPROVED BY: NAME: B K Agarwal DESIGNATION: DH & AGM DEPT.: PS-PEM/ MPL
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ANNEXURE-1

SUB-VENDOR QUESTIONNAIRE

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

**ANNEXURE-1****SUB-VENDOR QUESTIONNAIRE**

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

Company's Seal/Stamp:-

Annexure-1

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.

 Digitally signed by KARUNA KAUSHIK
 DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED,
 For & On behalf of the Principal ENGINEERING MANAGEMENT
 (PS-PEM), postalCode=201301, st=UTTAR PRADESH,
 2.5.4.20=2E1400C36ef47d2573b9ec1cb335b807e8d6144eb
 745315189e7754443d7f9aa,
 pseudonym=B877695514657132E9785A86E96C3646893B1
 E06,
 Place _____
 Date serialNumber=19C3DCCF6A8D0372C383FC3516E6B037AD8
 EF9CC54A6CD518AB63B10AECE914A, cn=KARUNA
 KAUSHIK

Witness: _____
 (Name & Address) _____

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

Witness: _____
 (Name & Address) _____
