

## **NOTICE INVITING TENDER**

### **Tender Enquiry No. 2024\_BHEL\_34716**

- 1) Offers are invited from bidders experienced in supply of Aluminium Sheet and meeting the Pre-Qualification Requirement (PQR) for entering into a Framework Agreement (FA) for AL Sheet against this tender enquiry.
- 2) **Validity of FA** : Validity of FA shall be for a period of one year from the date of issue of Framework Agreement order..
- 3) Bidder should submit all the supporting documents called for in PQR, w.r.t Technical and Financial (Commercial) parameters, along with technical bid. Incomplete bids are liable to be rejected.
- 4) Bidder fulfilling the PQR criteria shall only qualify for this bid and considered for evaluation.
- 5) **Technical Specification** : AL Sheet shall be as per TECHNICAL SPECIFICATION No.: TEP:BAP:AL:SHEET Rev.00 dated 08.05.2018.
- 6) **Quality Plan & Inspection**: Inspection by BHEL / BHEL Appointed Inspection Agency / End Customer at manufacturers work is applicable as per QP No. SQP:ESP:292 Rev 02 dt 11.05.2020. Bidder to attach signed SQP, with seal of authorised signatory, along with technical offer.
- 7) Deviation, if any, w.r.t to Technical, Quality and Commercial Terms & Conditions shall be indicated in SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR) only. Deviations indicated in any other document in the offer shall not be taken cognizance of and shall be treated as null & void. SDDR duly signed, with seal of authorised signatory, shall be submitted along with Technical Bid. NIL report to be submitted in case of NO deviation.
- 8) **Integrity Pact (IP)** : IP format, ref: AA:SSP:IP:R03 dt 01/04/2022, duly filled and signed, with seal of authorised signatory, to be submitted along with technical offer.
- 9) **Earnest Money Deposit (EMD)** : Not Applicable for this Tender.
- 10) **Delivery Period** : Preferred delivery of BHEL shall be as indicated in the Special Terms and Condition (Annexure-C).
- 11) **Evaluation of Bid shall be on Line Item basis and on Total cost to BHEL. However, bidder shall be required to quote Conversion charges, P&F and Freight & Insurance separately. Evaluation, with PVC, shall be done as per Annexure -A clause (1).**
- 12) **Reverse Auction (RA)** : RA is applicable for this tender. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 13) All the pages of this Tender Document shall be duly signed, with seal of authorised signatory, and uploaded/submitted on e-procurement site, along with Technical Bid, as an evidence of having read the same and confirmation of acceptance of the Terms and Conditions.
- 14) **List of Annexures / Documents / Specifications attached in Tender are as below.**
  - (i) **Technical Documents:**
    - a) TECHNICAL SPECIFICATION
  - (ii) **Quality Documents:**
    - a) QUALITY PLAN

**(iii) Terms and Conditions - Annexure/Documents:**

- a) Notice Inviting Tender
- b) Annexure – A – Price Variation Clause (PVC)
- c) Annexure-B - General Conditions of Contract (GCC) / General Terms and Conditions
- d) Annexure-C - Special Terms and Condition (STC)
- e) Annexure – D – Technical & Quality Requirements and SDDR.
- f) Annexure – E – Table-1 – Tentative Project /Destination details
- g) Annexure-F (applicable to all new Bidders only)
- h) Integrity pact document ref: AA:SSP:IP:R03 dt 01/04/2022
- i) Form1: Preference to Make in India – Public procurement – Local content declaration
- j) Form2: Land Border Sharing Declaration - Public procurement
- k) Conflict of Interest
- l) Online SRF Submission Procedure (For new Bidders registration)

15) Conditional offers may not to be considered for evaluation and shall be liable for rejection.

16) BHEL reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever.

17) In the event of any conflict between requirements of a clause/s of this specification /documents/drawings/data sheets etc. and different standards / codes specified, the same is to be brought to the notice of BHEL before submission of offer, else BHEL's interpretation shall prevail.

18) Typographical error/missing pages/other errors in the tender documents noticed, must be brought to the knowledge of BHEL in writing before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.

19) Any communication / clarification regarding this Tender shall be sent to the following. Request for any clarification shall be sought minimum three (03) days prior to Date of Technical Bid opening. Any communication for clarification sought after this period may not be entertained/ replied.

Mr. Ashok Kumar Dy. Manager/ Purchase BHEL-BAP, Ranipet Email: <a href="mailto:ashokpal@bhel.in">ashokpal@bhel.in</a> Phone No: 04172-284024 Mob: +91-9487500293	Mr. V Ramesh AGM/ Purchase BHEL-BAP, Ranipet Email: <a href="mailto:vramesh@bhel.in">vramesh@bhel.in</a> Phone No: 04172-284338 Mob: +91-9894414784
---	--



Tender Enquiry No. 2024\_BHEL\_34716

**Annexure- D: Technical Requirement**

Sl No.	Item Description	QUALITY PLAN	Thickness of material (MM)	QTY (MT)	Unit Covered
1	Aluminum Sheet (In coil form) as per Technical Specification No: TEP:BAP:AL:SHEET Rev.00 dated 08.05.2018	SQP:ESP:292 Rev 02 dt 11.05.2020	0.711	2146	Trichy, Ranipet & PEM Noida
2			0.914	293	
3			1.00	380	
4			1.20	1931	
5			1.60	83	
6			0.56	2	
GRAND TOTAL				4835 (MT)	

**QUALITY REQUIREMENTS:**

4.1	QAP	QAP mentioned as above shall be followed by Supplier
4.2	INSPECTION BEFORE DESPATCH	Will be done at vendor's Works before Dispatch by BHEL / BHEL's Authorized Inspection Agency AIA / BHEL's customer / Customer appointed Inspection Agency
4.3	TEST CERTIFICATE	Required for Mechanical and Chemical properties.
4.4	TEST REPORT / INSPECTION REPORT	Must be submitted along with BHEL Inspection reports to BHEL

**We hereby confirm supply shall be in line with above technical and quality requirement.**

**Supplier's Seal and sign**



Tender Enquiry No. 2024\_BHEL\_34716

**SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)**

Any Deviation to technical/ quality/ Commercial requirement to be filled below, in case no deviation kindly mention as NIL deviation.

(**Special Note#** Deviation specified other than below filled SDDR will not be considered)


SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)				
Specn			Item	
Enq. No & Date				
Vendor Name				
SPECN				
Page	Clause	Details Of Deviation With Reason	Disposition By BHEL	
Signature Of Vendor			Reviewed By	
" AGREED DEVIATION " if any to be incorporated in the PO in the event of order.			APPROVED BY	

Page 2 of 2

**We hereby confirm supply shall be in line with above technical and quality requirement.**

**Supplier's Seal and sign**



	TITLE <b>STANDARD TECHNICAL SPECIFICATION FOR ALUMINIUM CLADDING SHEETS</b>	SPECIFICATION No: TEP:BAP:AL:SHEET VOLUME SECTION REV. NO. 00      DATE: 08.05.2018 SHEET      1      OF      2
---	--	---

### 1.00.00 GENERAL

This specification covers the requirements for supply of Aluminium sheet for using it as cladding or protective covering over Thermal insulation.

### 2.00.00 CODES & STANDARDS

- 2.01.01 Manufacturing, physical & chemical properties, inspection and testing of Aluminium sheets to be supplied under this specification shall conform to the latest edition of the following codes and standards.
- 2.01.02 **IS:737 (latest revision)** Specification for wrought aluminium and aluminium alloy sheet and strip for general engineering purposes / **ASTM B209 (latest revision)** Standard Specification for Aluminium and Aluminium-Alloy Sheet and Plate.
- 2.01.03 **IS:504 (latest revision)** Methods of chemical analysis of aluminium and its alloys / **ASTM E34 (latest revision)**.
- 2.01.04 **IS:1608 (latest revision)** Metallic materials - Tensile testing at ambient temperature / **ASTM-B209 (latest revision) Table 2**.
- 2.01.05 **IS:2676 (latest revision)** Dimensions for wrought aluminium and aluminium alloys, sheet and strip/**ANSI H 35.2 (latest revision)**.
- 2.01.06 **IS:5052 (latest revision)** Aluminium and its alloys - Temper designations. / **ANSI H35.1 (latest revision)**.

### 3.00.00 MATERIAL REQUIREMENTS:

#### 3.01.00 FORM

The aluminium sheets to be supplied shall be in coil form and with **Mill Finish**.

#### 3.02.00 FREEDOM FROM DEFECTS

The material shall be sound and free from harmful defects for the intended application.

#### 3.03.00 DESIGNATION AND CONDITION

The designation and the condition of the material shall be in line with **IS:737 Gr. 19000 H2 (AA1200H14/AA1100H14) (latest revision)** or **ASTM B209 – 1060 Temper H-14(latest revision)**.

#### 3.04.00 CHEMICAL COMPOSITION

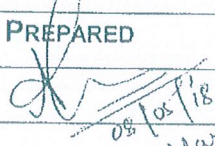
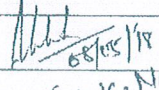
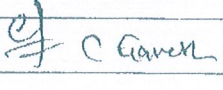
The material when analyzed as per **IS 504 (latest revision)** or any other instrumental/chemical method shall conform to the requirements as given in **Table 1 of IS:737 (latest revision) / Table 1 of ASTM B209 (latest revision)**.

#### 3.05.00 MECHANICAL PROPERTIES


##### 3.05.01 TENSILE TEST

The material when tested in accordance with **IS:1608 (latest revision)/ ASTM B209 (latest revision)** shall conform to the values given in **Table 2 of IS:737 (latest revision) / Table 2 of ASTM B209 (latest revision)**.

*I.D.B. RAJU* 22/05/18  
 Dy. Manager / Engineering  
 BHEL / Piping Centre,  
 T. Nagar, Chennai-600 017.

PREPARED	CHECKED	APPROVED
 08/05/18 (A. V. Venkatesh)	 08/05/18 (M. K. Nataraj)	



	TITLE		SPECIFICATION No: TEP:BAP:AL:SHEET	
	STANDARD TECHNICAL SPECIFICATION		VOLUME	
	FOR ALUMINIUM CLADDING SHEETS		SECTION	
			REV. NO. 00	DATE: 08.05.2018
			SHEET 2	OF 2

### 3.05.02 BEND TEST

When tested in accordance with the method prescribed in **IS:737 (latest revision)/ ASTM B209 (latest revision)**, the outer surface of the bend shall not show any visible crack.

### 4.00.00 DIMENSION AND TOLERANCES

4.01.00 The width of the aluminium sheet shall be **900 to 1500 mm.** (uniform for the entire lot of supply). BHEL will confirm the same in the Purchase Orders.

4.02.00 Standard thicknesses of the aluminium sheet will be **0.415, 0.56, 0.71, 0.91, 1.00, 1.22, 1.6 mm.** (The exact requirement of thickness and the quantity (weight in MT) will be indicated specifically in the Purchase Orders).

4.03.00 Tolerances on width & sheet thickness shall be as per **IS:2676 (latest revision) / ASTM B209 (latest revision)**.

### 5.00.00 INSPECTION AND TESTING

5.01.00 The material sampling shall be done as given in **IS:737 (latest revision)/ ASTM B209 (latest revision)**.

5.02.00 The material to be supplied under this specification shall be of tested quality. Inspection and testing of Aluminium sheets shall be carried out as per the requirements of **IS:737 (latest revision) / ASTM B209 (latest revision)**. Manufacturer's test certificate indicating all the chemical composition and mechanical properties shall be furnished.

5.03.00 All test certificates shall be submitted in ORIGINAL for BHEL / CUSTOMER review and based on the satisfactory test results, Material Despatch Clearance Certificate (MDCC) will be issued.

### 6.00.00 PACKING AND MARKING

6.01.00 The material will have to be packed in polythene-lined hessian and covered with metallic sheets. Wooden saddle supports for each coil to be provided and finally the coils needs to be strapped with metallic bands suitably. Material shall be packed in such a manner so as to prevent damage in ordinary handling & transport. ***The edges of the coils (Both ID and OD) to be reinforced with metallic circular rings to avoid damage while handling. For First time supplies – packing drawing to be approved by BHEL prior to manufacture.***

6.02.00 Each package shall contain only one size of material.


6.03.00 Each package / coil shall be suitably marked with a tag for identification as given below: (legibly written - preferably at two locations for easy identification).

- BHEL's Purchase order number
- Project Name
- Name of the manufacturer & Country of Origin
- Material grade & condition
- Sheet thickness
- Weight of the contents

*I d to Rep*  
**I.D.B. RAJU** 22/05/18  
Dy. Manager / Engineering  
BHEL / Piping Centre,  
T. Nagar. Chennai-600 017.

PREPARED	CHECKED	APPROVED
<i>[Signature]</i> 22/05/18 (Aparsh Vanna)	<i>[Signature]</i> 22/05/18 (M. K. Mahak)	<i>[Signature]</i>

BAP-PURC0SESP/30/2021-BAP-9750\_ELEC

	BHEL – Ranipet - 632 406, India. Quality Assurance Department QWI Type: Standard Quality Plan	DOC No: SQP:ESP:292 Rev:02 Effective Date: 11/05/2020 Page: 1 of 2
	Title: Plain Aluminum Cladding Sheet	

Applicability: Tick ( ✓ ) suitable below listed product(s) to which this QWI is applicable.											
APH/GGH	CHM	DES	ECI	ESP	FAN	FGD	FIL	G & D	WEG	GEN	
				✓						✓	

Prepared By Quality Assurance	GOPAKUMAR KS	<i>[Signature]</i> 11/05/20
----------------------------------	--------------	--------------------------------

Reviewed by	Signature
Engineering	<i>[Signature]</i> 11/05/2020 (Mahendra Kumar Nakak)
MM / Material Planning (S. DHAKSHNAMOORTHY)	S. Dhakshnamoorthy 11/05/20
Quality Control / Procurement (C.K. KOVARTHANAN)	K. Kovarthanan 11/5/20

Rev No	Date	Approved by	Signature
02	11/05/2020	VENKANNA RUPANI DM/ QA	R. Venkanna 11/05/2020

## Record of Revisions

Rev No	Date	Clause No(s)	Details of Revision
02	11/05/2020	1.1	BHEL PO & Technical Specification included.
		2.1, 2.2	BHEL PO, strain hardening & HT included.
		3.1, 3.2, 3.3, 3.4, 3.5	BHEL PO & Technical Specification, Chemical testing, strain hardening & HT included along with changes in quantum of check and format of records.
		4.1, 4.2, 4.3	Quantum of check and format of records included.

## Legends:

APH: Air Preheater; GGH: Gas to Gas Heater; CHM: Chimney; DES: Desalination;  
ECI: Electrical, C & I, ESP: Electrostatic Precipitator; FAN: Fans;  
FGD: Flue Gas Desulphurization; FIL: Bag Filter; G & D: Gates & Dampers;  
WEG: Wind Electric Generator; GEN: General.

Proprietary Data - For Internal Use Only



1.0	RAW MATERIALS:																	
1.1	Rolling Ingot	Chemical Properties	B	TC Review	1 / Cast or Heat	IS: 737 / ASTM B209	IS: 737 / ASTM B209, BHEL PO & Tech Spec*	MTC / ALC	√	P	V	-	* BHEL Tech Spec: TEP: BAH: AL: SHEET					
2.0	INPROCESS CONTROLS																	
2.1	Hot Rolling / Cold Rolling / Slitting	Thickness	A	Measurement	1 / Coil	IS: 2676, IS: 737 / ASTM B209 & BHEL PO		Log / IR	-	P	-	-						
Length / Width		A	Measurement	1 / Coil	-				P	-	-							
Surface		B	Visual	1 / Coil	IS: 737 / ASTM B209 & BHEL PO	-	P		-	-								
2.2	Condition	Strain Hardening & Heat Treatment	A	Visual	100%	IS: 737 / ASTM B209 & BHEL PO		HT Chart	-	P	-	-						
3.0	FINAL INSPECTION																	
3.1	Finished Coils	Thickness, Length / Width	A	Measurement	100 %	1 / Coil	IS: 2676, IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification	IR	√	P	W #	-	# 10% Random witness for BHEL QC/BHEL Appointed AIA					
3.2		Surface condition and verification of completeness	B	Visual	100 %	1 / Coil	IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification							IR	√	P	W #	-
3.3		Chemical Properties	A	Testing	1 / Cast or Heat	IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification	MTC / ALC	√	P	W #	-							
3.4		Tensile Properties – UTS, %Elong, Bend	A	Testing	1 / Coil	IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification								√	P	W #	-	
3.5		Condition - Strain Hardening & Heat Treatment	A	Review	100%	IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification	HT Chart	√	P	V	-							
4.0	MARKING, PACKING AND PRESERVATION																	
4.1	Marking	Identification along with batch number	B	Visual	100 %	10% Random	IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification	IR	√	P	V	-						
4.2	Packing	Use of polythene hessasin & covered with metallic sheets	B	Visual	100 %		BHEL PO, Tech Specification & BHEL approved drawing (for first time supplies)							IR	√	P	V	-
4.3		Reinforcement of edges of coil with metallic rings	B	Visual	100 %		BHEL PO, Tech Specification & BHEL approved drawing (for first time supplies)							IR	√	P	V	-

LEGEND: \* RECORDS IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY THE SUPPLIER IN QA DOCUMENTATION;  
 "M": MANUFACTURER; C: BHEL QC/BHEL AIA; N: CUSTOMER; P: PERFORM. W: WITNESS; V: VERIFICATION; CLASS: A - CRITICAL B - MAJOR; C - MINOR;  
 MTC: Manufacturer's Test Certificate; IR: Inspection/Test Report; COC: Certificate of Compliance; (R): Routine test; (T)/T(Ts): Type test; ALC: NABL Accredited Laboratory Test Certificate



## **ANNEXURE-A**

### **Price Variation Clause (PVC)**

#### **1. Evaluation of offer Shall be as follows -**

For evaluation of offer, Aluminum LME Price and LME premium of south east Asia as illustrated below shall be considered

A= LME Cash Buyer price prevailing on the **date of Technical Bid Opening**

B= **Average of last 10 working days** for LME premium (South East Asia); Prior to technical bid opening date

C= **Average of last 10 working days** SBI card rate of TT selling rate for US dollar currency (Prior to technical bid opening date.)

D = Conversion cost/MT (INR)

**{UNIT PRICE = {(A+B) C + D}**

#### **2. Rate Calculation for PO Placement**

For PO Placement, Aluminum LME Price and LME premium of south east Asia as illustrated below shall be considered

A= LME Cash Buyer price prevailing on **previous working day of Purchase Order release date.**

B= **Average of last 10 working days** for LME premium (South East Asia); Prior to **purchase order release date.**

C= **Average of last 10 working days** SBI card rate of TT selling rate for US dollar (Prior to **purchase order release date.**)

D = Conversion cost/MT (INR)

**{UNIT PRICE = {(A+B) C + D}**

#### **3. Billing Rate Calculation (For Invoicing)**

- a) The date of dispatch, shall be reckoned as the reference date for calculation of billing (henceforth referred as date of dispatch). **In case actual dispatch date is beyond contractual delivery date due to reason attributable to supplier, then lower of the two rates will be taken as base rate.**
- b) The billing rates will be applicable for each lot specified in the Purchase Order/Contract. A Purchase Order/Contract may contain more than one lot with different delivery dates
- c) Bidders are required to indicate maximum quantity that can be supplied per lot. However, the actual qty in a lot ordered would be based on the requirement of BHEL and mutually agreed with the supplier. In the event of lot size required by BHEL is in excess of the maximum lot quantity given by the bidder in their offer, the lot size shall be as mutually agreed with supplier.

For processing invoice, BHEL will consider Aluminum LME Price and LME premium of south east Asia as illustrated below -

**A= LME AL Cash Buyer (Bid Price) - Average price prevailing for the week, two weeks prior to the date of dispatch/contractual delivery date. In case actual dispatch date is beyond contractual delivery date due to reason attributable to supplier, then lower rate of the two will be taken as base rate.**

**B= LME AL Premium (South East Asia) - Average price prevailing for the week, two weeks prior to the date of dispatch/contractual delivery date. In case actual dispatch date is beyond contractual delivery date due to reason attributable to supplier, then lower rate of the two will be taken as base rate.**

C= SBI card rate of TT selling rate for US dollar - Average price prevailing for the week, two weeks prior to the date of dispatch/ contractual delivery date,. In case actual dispatch date is beyond contractual delivery date due to reason attributable to supplier, then *lower rate of the two will be taken as base rate*.

D = Conversion cost/MT (INR) - As per Framework Agreement

{UNIT PRICE = {(A+B) C + D}

#### **ILLUSTRATION OF BILLING RATE CALCULATION**

Example – Date of dispatch is any day b/w 17.03.2024 and 23.03.2024.

The days considered for calculating the average of LME AL Cash buyer, LME AL Premium (South East Asia) & SBI Card Rates shall be from 03.03.2024 to 09.03.2024 and accordingly value of A, B & C will be as below-

Price calculation for despatch date - 17-03-2024 to 23-03-2024						
	<b>TT Selling Rate - C</b>	<b>LME Cash Buyer Price - A</b>	<b>LME Premium South East Asia -B</b>	<b>(A+B)*C</b>	<b>D</b>	<b>Unit Rate - (A+B)*C +D</b>
Date	USD/INR	USD	USD	Rs./MT	Rs./MT	Rs./MT
03.03.2024	Not Avl	Not Avl	Not Avl			
04.03.2024	83.310	2182	15			
05.03.2024	83.350	2191	15			
06.03.2024	83.660	2187	15			
07.03.2024	83.270	2209.5	15			
08.03.2024	83.160	2208.5	15			
09.03.2024	Not Avl	Not Avl	Not Avl			
Total	416.7500	10978.00	75			
Avg.	83.3500	2195.60	15	184253.51	D	<b>184253.51+D</b>




Tender Enquiry No. 2024\_BHEL\_34716


### Annexure-C

### Special Terms and Condition (STC)

Sl No	Commercial terms and conditions	BHEL requirement	Bidder response
1	Offer Reference & Date	Bidder shall indicate offer reference & date	
2	Original Manufacturer's Name & Full Address	(i) Full address, (ii) Name of authorised contact person, (iii) designation (iv) Mobile No/ Phone No. (v) E-mail etc.	
3	<b>Pre-Qualification requirement (PQR)</b>	Bidder to Confirm and furnish related documents	
	i) Financial PQR: Minimum Average Annual Turnover of the bidder for the last Three Financial Years ending in FY 22-23 shall not be less than Rs. 60 Crore. The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Purchase order copy along with execution proof, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less).  ii) Tenderer should be a manufacturer of Aluminium plate/coil/sheet.		
4	<b>Validity of FA :</b> The validity of Framework Agreement (FA) shall be for a period of one year from the date of issue of Framework Agreement order.	Bidder to Confirm	
5	<b>Price and PVC Clause :</b> Firm for conversion cost and acceptance for PVC (Price Variation clause as given in PVC Annexure-A	Bidder to Confirm	



	<b>Tender Enquiry No. 2024_BHEL_34716</b>		
6	<p><b>Delivery Terms:</b> F.O.R. Destination [Destination: Respective BHEL Sites/Units]</p> <p><b>Freight:</b> Freight to be quoted in per MT and shall be same for all locations/Sites/ Plants/Units (tentative quantity breakup with supply site given in Annexure – E – Table-1 – Tentative Project /Destination details for arriving Price for Bidder).</p> <p>Freight charges for part load need to be quoted separately. (the same shall not be used for evaluation purpose)</p> <p>Unloading at BHEL Site/Units would be to the account of BHEL only.</p>	Bidder to Confirm and furnish	
7	<p><b>Tender evaluation:</b> Evaluation shall be on Line Item basis and on Total cost to BHEL. Bidder shall quote Conversion charges, P&amp;F and Freight separately. Evaluation with PVC shall be done as per Annexure –A Clause (1) .</p> <p>Insurance shall be in Bidder's scope i.e. to be included along with freight charges.</p>	Bidder to Confirm	
8	<p><b>Taxes :</b> GST in %</p> <p>Please indicate the exact percentage of GST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. It is the responsibility of the seller to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). GST invoice is required for availing Input Tax Credit.</p> <p>TDS shall be deducted, as applicable, for supply.</p> <p>In case GST ITC credit is denied to BHEL for reasons attributable to the vendor, GST amount claimed in the invoice shall be disallowed. GST TDS @ the applicable rates will be deducted and TDS certificates will be generated in GST portal subsequent to the vendor accepting the TDS deduction in the GST portal"</p>	Bidder to Confirm and furnish	
9	<p>All Taxes &amp; Duties like Octroi /Entry Tax/Local Taxes etc., except GST shall be to the account of Bidder and to be included in conversion cost.</p>	Bidder to Confirm	
10	<p>Specific compliance to Technical requirement and Quality requirement as per Annexure-D</p>	Bidder to submit with seal & signature	
11	<p><b>Delivery Period:</b> Preferred delivery period shall be 90 days from date of PO/LOI or LC opening date or Manufacturing Clearance, whichever is later.</p>	Bidder to Confirm	

	<b>Tender Enquiry No. 2024_BHEL_34716</b>		
12	<p>Maximum quantity deliverable in a month (Quantity that can be spared for BHEL in month). To Be indicated in MT.</p> <p><b>Note:</b> BHEL requirement may be high in the month of June, Sep, Dec and Feb- March.</p>	Bidder to Furnish	
13	<p><b>Liquidated Damages (LD):</b></p> <p>The Liquidated Damages shall be at the rate of 0.5% of the order value (Undelivered Portion) per week or part thereof subject to a maximum of 10% of undelivered portion of PO quantity.</p> <p>Levy of LD will be without prejudice to any other relief /compensation available to BHEL, under any other condition of the contract/applicable legal provisions.</p> <p><b>Loading for LD:</b> Delivery / execution being the essence of BHEL's contract requirements, in the event that a Supplier does not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.</p> <p>Date of material receipt at BHEL –Stores/BHEL Project Site will be considered for LD calculation Purpose.</p>	Bidder to Confirm	
14	<p><b>Payment Terms:</b></p> <p>100% payment through Irrevocable Unconfirmed L/C, with an usance period of 120 days from date of dispatch.</p> <p>Bank Charges towards establishing and operating L/C payment shall be to respective accounts i.e., for L/C opening, Amendments to L/C etc, BHEL bank charges shall be to BHEL account and Supplier bank charges to supplier account.</p> <p>Vendor to submit Site acknowledged LR Copy.</p> <p><b>Loading for Payment Terms:</b></p> <p>In the event of any deviation in the above payment term, suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be MCLR of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-Commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.</p>	Bidder to Confirm	
15	<p><b>Offer Validity:</b></p> <p>Supplier to mention clearly the validity date of the offer. Minimum 90 days from the date of Technical Bid opening or 60 days from the price bid opening / Reverse Auction date (whichever occurs later). The specific acceptance for this offer validity is must.</p>	Bidder to Confirm	



## Tender Enquiry No. 2024\_BHEL\_34716

16	<b>Reverse Auction (RA):</b>	Bidder to Confirm	
	Reverse Auction (RA) is applicable for this tender. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened subject to the receipt of approval from Customer and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.		
17	GSTIN of the supplier/ works - attach the GST registration copy – Vendor to provide detail	Bidder to Furnish	
18	HSN CODE(s) of the items offered.- Vendor to provide detail for all the items bidder)	Bidder to Furnish	
19	PAN No - Attach the Copy of PAN card- Vendor to provide detail	Bidder to Furnish	
20	<b>GUARANTEE CLAUSE:</b>	Bidder to Confirm	
	Bidder to accept BHEL standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning / putting into use (or) 18 months from the dispatch, whichever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet/Destination basis within a reasonable time		
21	<b>Supplier Registration Form:</b>	Bidder to Submit. Applicable for Bidder not already registered with BHEL Ranipet	
	Supplier Registration Form (for new bidders/vendors): Online submission is to be done and soft copy of the same as per annexure F to be uploaded along with Technical Bid by new vendors.(This is to be done in parallel, this is not qualification requirement)		
22	<b>MSE Status:</b>	Bidder to Furnish	
	MSE Status with proof to be submitted. Udayam registration certificate with date of filing and registration shall be submitted along the offer Otherwise, it will be treated as Non MSE.		





## Tender Enquiry No. 2024\_BHEL\_34716

23	<b>Preference to Make in India:</b> For this procurement, public procurement (preference to make in India), order 2017 dt 15.06.2017, 28.05.2018, 29-05-2019 & 04-06-2020 and subsequent order issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of Contract / PO / WO against this NIT. In the event of any nodal ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable	Applicable	
24	<b>Minimum Local content declaration:</b> Minimum Local content declaration shall be in Percentage (%). Please furnish the local content declaration and details of location where the value addition will be done. Bidder to ensure that filled in signed and stamped format by CA (Chartered accountant) (Make in India Form -1) is submitted on bidder's letter head.	Bidder to Furnish	
25	<b>Restrictions for Procurement from a country sharing its land border with India.</b> For this procurement, Public procurement order dated 23.07.2020 regarding restrictions under rule 144 (xi) of general financial rules 2017 and clarification dt 08.02.2021 from DoE is applicable. In case of subsequent Orders issued, the same shall be applicable even if issued after issue of this NIT. Bidder to submit declaration as per Form-2.	Bidder to Furnish	
26	Acceptance to our General Conditions of Contract (GCC) / General Terms & Conditions (Annexure B)	Bidder to Confirm	
27	Annexure F - to be filled in by all New Bidder and to be uploaded	Bidder to furnish. Applicable for Bidder not already registered with BHEL Ranipet	
28	GeM seller ID. Offer from Non registered bidder on GeM will not be considered.	Bidder to Furnish	
29	Currency Quoted (INR ) - Any other currency is liable for rejection	For Information	
30	Contact details of bidders for Tender Queries – Provide details	Bidder to Furnish	
	Name of person		
	Designation		
	Mobile No / Telephone No.		
	e-mail id		



## Tender Enquiry No. 2024\_BHEL\_34716

31	<p><b>Quantity split:</b> Applicable @ 70:30. {70 % of total quantity will go to L1 bidder and balance 30 % of Quantity shall be counter offered to L2 bidder with L1 price. In case L2 bidders accepts the counter offer, 30% quantity will be ordered on L2.</p> <p>In case non acceptance of counter offer by L2 bidder, the same will be counter offered to L3 Bidder and same process will continue till H1 Bidder.</p> <p>In case no Bidder accepts the counter offer, the balance 30 % of total quantity also will be awarded to L1 bidder.</p> <p>(In case two offers only received for an item, counter offer may/may not be given to L2 Bidder, which shall be at the discretion of BHEL).</p>	Bidder to Confirm	
32	<p><b>Quantity Tolerance:</b> Shall be applicable for each PO SI No. as below -</p> <p>+0 to -5 % upto 100MT</p> <p>+0 to -2 % from 101 MT to 300 MT</p> <p>+0 to -1% exceeding 300MT</p> <p>Note: <b>Weightment at BHEL</b> will be final, in case of dispute supplier/ representative can witness the same.</p>	Bidder to Confirm	
33	<p>Quantity given is indicative requirement to finalize framework agreement for period of one year. However, No minimum/maximum quantity is guaranteed by BHEL. Ordering will be done over the entire period of the Framework Agreement by Respective Unit as and when requirement arises.</p>	For information	
34	<p><b><u>Integrity Pact:</u></b></p> <p>Bidder shall submit duly filled Integrity Pact (as per attached format in tender) with seal &amp; signature.</p>	Bidder to submit	
35	<p><b><u>Special Condition -</u></b></p> <p>Dispatches shall be effected by Successful bidder within seven working days from date of dispatch clearance (T). If Supplier does not dispatch the material within scheduled time (T + 07 days), then BHEL will release payment to Supplier considering least of LME Aluminium cash buyer/ premium South-East Asia price worked out based on scheduled dispatch date ( T + 07 days) and executed dispatch date. Corresponding differences will be adjusted through credit / Debit Note by Supplier.</p>	For information	

Annexure – E – Table-1 – Tentative Project / Destination details		
Trichy Requirement		
Project	Location	Qty in M T
MEL ADANI 2 X 800MW	Madhya Pradesh	466.602
NTPC Talcher	Orrisa	457.98
NTPC LARA	Chattishgarh	432.214
NTPC KORBA FGD	Chattishgarh	280.714
Patratu 3x800MW	Jharkhand	242.758
NTPC KAHALGAON FGD	Bihar	176.141
North Chennai FGD	Tamilnadu	71.778
TATA STEEL LTD(2X250 TPH CPP)	Jharkhand	66.192
NTPC Spat FGD	Chattishgarh	59.089
Panki TPS Extn 1X660 MW	Uttar pradesh	44.003
NTPL TUTICORIN FGD	Tamilnadu	39.936
1x660MW Sagardighi	West Bengal	19.342
Krishnapatnam-3 800mw	Andhra Pradesh	12.77
Nalco Damanjodi	Orrisa	7.122
NTPC Telangana STPP 800mw Ph I - Unit 1	Telangana	5.747
TATA KALINGANAGAR 2X250 TPH	Orrisa	5.549
WBPDCL Santaldih	West Bengal	2.685
Mouda 3-660mw	Maharashtra	2.004
Bhadradi SCR Modification Unit 4	Telangana	1.941
NTPC Unchahar #6	Uttar pradesh	1.254
TSGENCO Kothagudem FGD	Telangana	0.7
Bhushawal 6 - 660mw	Maharashtra	0.685
HINDALCO-ADITYA	Orrisa	0.103
<b>Total</b>		<b>2397</b>
Ranipet Requirement		
Patratu	Jharkhand	82
Yadadri	Telangana	104
Panki	Uttar pradesh	31
Korba	Chattishgarh	1
Vindychal	Uttar pradesh	25
PSPCL Lehra Mohabhat	Punjab	27
Nalco FGD	Orrisa	1.5
Barh FGD	Bihar	214
Karanpura FGD	Jharkhand	43
Ramagundam FGD	Telangana	128
Bhadradi FGD	Telangana	53
Nabinagar FGD	Bihar	19
Talcher	Orrisa	270
Mahan ESP	Madhya Pradesh	231.5
Lara ESP and FGD	Chattishgarh	270
BHEL Ranipet Stores	Tamilnadu	436
<b>Total</b>		<b>1936</b>
PEM Noida Requirement		
2X660 MW TALCHER STPP	Orrisa	143
5X800 MW YADADRI TPS	Telangana	178
MEL -MAHAN 2X800 MW	Madhya Pradesh	166
1X200 MW + 1X210MW GSECL Ukai TG R&M	Gujrat	15
<b>Total</b>		<b>502</b>



\*(To be submitted In the company letter head by supplier)

## **Form - 1**

**Subject:** Public Procurement (Preference to Make In india)

**References:**

- 1.P-45021/2/2017-B.E-II dated. 15<sup>th</sup> June-2017,
- 2.P-45021/2/2017-PP(BE-II) dated. 28<sup>th</sup> May-2018 ,
- 3.P-45021/2/2017-PP(BE-II) dated. 29<sup>th</sup> May-2019.
- 4.P-45021/2/2017-PP(BE-II) dated.4<sup>th</sup> June-2020

We hereby declare with reference to above subject and references that M/s --  
------(Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50%(fifty percent) or more defined in the above government notification for the goods and services (or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50%(fifty percent) defined in the above government notification for the goods and services

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II) .....

Product:-----

Project:.....

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

\_\_\_\_\_

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

Authorized Signature M/s \_\_\_\_\_

(Signature and seal)

Place:.....

Date:.....

From.

M/s \_\_\_\_\_

Address: \_\_\_\_\_

## **Form – 2**

I/we are bidder from \_\_\_\_\_ (Address with country). We do not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

### **Meaning of beneficial owner**

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

### **Explanation**

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b) “control” shall include the right to appoint majority of the directors or to control the management rights or shareholder’s agreement or voting agreement.
- 2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other

**\*(To be submitted In the company letter head by supplier)**

natural person exercising the ultimate effective control over the trust through a chain of control of ownership.

- 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format\*\*

Dated: \_\_\_\_\_

Authorised Sign and stamp\_\_\_\_\_

## **CONFLICT OF INTEREST AMONG BIDDERS / AGENTS**

(To be submitted in the company letter head by supplier)

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder 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 Bidder, or
- e)** Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly / assemblies from. one bidding manufacturer in more than one bid; or
- f)** In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal,or
- g)** A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h)** In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same / similar line of business. "

**Bidder to indicate if any of the point/points above from 'a' to 'h' is/are applicable or else declare that none of these points are applicable to best of their knowledge.**

**Enquiry No.: ----- DT. -----**

**Date:**

**SIGNATURE WITH SEAL**

### Clause on IP in the tender

#### **Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

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

#### Note:

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

#### Details of contact person(s):

(1)  
Name: \_\_\_\_\_  
Deptt: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (Landline/ Mobile) \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

(2)  
Name: \_\_\_\_\_  
Deptt: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (Landline/ Mobile) \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

**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.

-----  
For & On behalf of the Principal  
(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

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

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

**Annexure - F**  
**(Applicable to all New vendors)**

(Vendors registered with BHEL, Ranipet and having vendor code need not submit this document.)

Sl.No		Supplier Comments with necessary supporting documents
1	Name and Address of the Company	
2	Contact Details of Company : Contact person / Designation / Mobile No / Email ID / Fax No / Phone No etc.,	
3	Is the company already registered with any of the BHEL units?. If so details may please be given.	
4	Nature of Business and line of products with respective HSN	
5	Production Capacity per Annum with detailed Manufacturing / Testing Facilities. If required supporting documents shall be uploaded	
6	Report from third party business rating agencies like Dun & Brandstreet, Credit Reform etc.,. For any new supplier this document is mandatory and without which submitted offer is liable for rejection.	
7	Experience list / Performance Certificate for Offered / Similar products : Requested to attach list of present customers with name and address with contact details like email, phone and contact person etc., for offered / similar type and size of item and equipment with whom you have continuous business since last three years.	
8	Framework Confidentiality Agreement cum Undertaking to be submitted along with offer.	
9	If Foreign Company/Principal/Mill/Manufacturers refuses to deal directly with BHEL (to be put on record) and insists on availing the services of an Indian Agent, deed of agency agreement between the Foreign Company / Principal / Mill / Manufacturers and Indian agent should necessarily be submitted. If not submitted offer is liable for rejection.	
10	In cases ,other than Indian Agents, valid authorisation certificates are to be submitted. If not submitted, offer is liable for rejection.	
11	For a document in language other than English, a self-attested English translated document to be attached	
12	Dealer / Trader / Distributor / Stockist / Channel Partners / Holding Company / Non-Manufacturer needs to submit an Authorization Certificate, clearly indicating the validity period as well as rights granted by respective Foreign Company / Principal / Mill / Manufacturers to them. i.e. to negotiate / quote / supply / after sales service etc	
13	Quality - Requested to enclose copy of certificate for Quality Management System (QMS) obtained and Table of Contents of quality manual.	
14	If not certified for ISO 9001, requested to enclose copy of Company owned Quality Management System or written down procedure	

Sl.No		Supplier Comments with necessary supporting documents
15	Banker's Certificate- Requested to enclose banker's certificate certifying credit worthiness.	
16	Copy of Audited Annual Accounts for Last 4 Years- Supporting Documents to be uploaded	



### Online SRF Submission Procedure

Following are the formalities to be completed by your company for registration purpose.

**NOTE: BEFORE PROCEEDING FOR ONLINE REGISTRATION “ PLS READ STEPS FOR FILLING UP ONLINE REGISTRATION FORM - HELP MENU” - DETAILS ATTACHED WITH THIS MAIL**

With effect from 01.04.2015 onwards, we have migrated to online Supplier Registration Form (SRF) as per our Corporate guidelines. **Supplier Registration Form (SRF)** is to be fed in our BHEL website portal – ie., **PDF documents of SRF and its annexure as called for shall be signed by authorized signatory & uploaded in portal.**

We request to visit our Web Site : **www.bhel.com** and click under heading "Supplier Registration" and fill up the "**Supplier Registration Form**" which is available in the Online Supplier Registration Portal.

Or else, copy the following URL Link and paste in the web link address: **http://www.bhel.com/vender\_registration/vender.php** and proceed with.

Or else, type directly as **http://203.129.195.108**

**Click the button "search material"** on the home page of supplier registration portal and search thoroughly your required material / product

After completing the material search then proceed for User Id & Password for filling up the details of registration requirements. **Note:** If you are an already registered supplier with any of our BHEL Unit - pls select "**existing permanent supplier**" or else select "**New Registration**" and then proceed accordingly.

**Please note that for a foreign suppliers' there is a separate format to be filled in, which may be taken care suitably.**

After successful submission of SRF along with all annexures as called for thro' online i.e., authorized signatory signed pdf documents of SRF and its annexures are to be uploaded thro' online portal and confirm the same in "**form dispatch**" area ie., registration part-4 – wherein supplier has to confirm that all the documents were submitted "online" and click the button "**confirm**". After clicking confirmation button, the same will be appearing against BHEL Ranipet for registration.

Looking for a long successful & sustaining business association with BHEL