

ITEMS FOR RC-SAC-012 (TRICHY) (Hand operated)

Sl. No.	Torque range	Quantity	Specification	Quoted/Not Quoted
1	11 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
2	35 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
3	50 kgm	25	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
4	75 kgm	25	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
5	100 kgm	60	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
6	150 kgm	15	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
7	200 kgm	10	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
8	300 kgm	50	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
9	400 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
10	600 kgm	20	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
11	800 kgm	10	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
12	1200 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
13	1600 kgm	10	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	

ITEMS FOR RC-SAC-012 (TRICHY) (Motor operated)

Sl. No.	Torque range	Quantity	Specification	Quoted/Not Quoted
1	200 kgm	25	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
2	300 kgm	40	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
3	400 kgm	10	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
4	600 kgm	20	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
5	800 kgm	15	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
6	1200 kgm	10	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
7	1600 kgm	30	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	

ITEMS FOR RC-SAC-012 (GOINDWAL) (Hand operated)

Sl. No.	Torque range	Quantity	Specification	Quoted/Not Quoted
1	11 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
2	35 kgm	25	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
3	50 kgm	300	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
4	75 kgm	75	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
5	100 kgm	25	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
6	150 kgm	40	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
7	200 kgm	20	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
8	300 kgm	15	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
9	400 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
10	600 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
11	800 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
12	1200 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
13	1600 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	

ITEMS FOR RC-SAC-012 (GOINDWAL) (Motor operated)

Sl. No.	Torque range	Quantity	Specification	Quoted/Not Quoted
1	200 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
2	300 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
3	400 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
4	600 kgm	10	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
5	800 kgm	10	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
6	1200 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	
7	1600 kgm	5	MOU/TP-VALVE/VALVE GEAR BOX/ REV 06	

Ref: RC-SAC-012

List of spares

Sl no	Description	Quoted/Not Quoted
1	TRICHY-STEM PROTECTION COVER1-11 kgm	
2	TRICHY-STEM PROTECTION COVER2-35 kgm	
3	TRICHY-STEM PROTECTION COVER3-50 kgm	
4	TRICHY-STEM PROTECTION COVER4-75 kgm	
5	TRICHY-STEM PROTECTION COVER5-100 kgm	
6	TRICHY-STEM PROTECTION COVER6-150 kgm	
7	TRICHY-STEM PROTECTION COVER7-200 kgm	
8	TRICHY-STEM PROTECTION COVER8-300 kgm	
9	TRICHY-STEM PROTECTION COVER9-400 kgm	
10	TRICHY-STEM PROTECTION COVER10-600 kgm	
11	TRICHY-STEM PROTECTION COVER11-800 kgm	
12	TRICHY-STEM PROTECTION COVER12-1200 kgm	
13	TRICHY-STEM PROTECTION COVER13-1600 kgm	
14	TRICHY-HANDWHEEL1-11 kgm	
15	TRICHY-HANDWHEEL2-35 kgm	
16	TRICHY-HANDWHEEL3-50 kgm	
17	TRICHY-HANDWHEEL4-75 kgm	
18	TRICHY-HANDWHEEL5-100 kgm	
19	TRICHY-HANDWHEEL6-150 kgm	
20	TRICHY-HANDWHEEL7-200 kgm	
21	TRICHY-HANDWHEEL8-300 kgm	
22	TRICHY-HANDWHEEL9-400 kgm	
23	TRICHY-HANDWHEEL10-600 kgm	
24	TRICHY-HANDWHEEL11-800 kgm	
25	TRICHY-HANDWHEEL12-1200 kgm	
26	TRICHY-HANDWHEEL13-1600 kgm	
27	TRICHY-THRUST BEARING1-11 kgm	
28	TRICHY-THRUST BEARING2-35 kgm	
29	TRICHY-THRUST BEARING3-50 kgm	
30	TRICHY-THRUST BEARING4-75 kgm	
31	TRICHY-THRUST BEARING5-100 kgm	
32	TRICHY-THRUST BEARING6-150 kgm	
33	TRICHY-THRUST BEARING7-200 kgm	
34	TRICHY-THRUST BEARING8-300 kgm	
35	TRICHY-THRUST BEARING9-400 kgm	
36	TRICHY-THRUST BEARING10-600 kgm	
37	TRICHY-THRUST BEARING11-800 kgm	
38	TRICHY-THRUST BEARING12-1200 kgm	
39	TRICHY-THRUST BEARING13-1600 kgm	
40	TRICHY-THRUST BASE1-11 kgm	
41	TRICHY-THRUST BASE2-35 kgm	
42	TRICHY-THRUST BASE3-50 kgm	

43	TRICHY-THRUST BASE4-75 kgm	
44	TRICHY-THRUST BASE5-100 kgm	
45	TRICHY-THRUST BASE6-150 kgm	
46	TRICHY-THRUST BASE7-200 kgm	
47	TRICHY-THRUST BASE8-300 kgm	
48	TRICHY-THRUST BASE9-400 kgm	
49	TRICHY-THRUST BASE10-600 kgm	
50	TRICHY-THRUST BASE11-800 kgm	
51	TRICHY-THRUST BASE12-1200 kgm	
52	TRICHY-THRUST BASE13-1600 kgm	
53	TRICHY-ADAPTOR1-11 kgm	
54	TRICHY-ADAPTOR2-35 kgm	
55	TRICHY-ADAPTOR3-50 kgm	
56	TRICHY-ADAPTOR4-75 kgm	
57	TRICHY-ADAPTOR5-100 kgm	
58	TRICHY-ADAPTOR6-150 kgm	
59	TRICHY-ADAPTOR7-200 kgm	
60	TRICHY-ADAPTOR8-300 kgm	
61	TRICHY-ADAPTOR9-400 kgm	
62	TRICHY-ADAPTOR10-600 kgm	
63	TRICHY-ADAPTOR11-800 kgm	
64	TRICHY-ADAPTOR12-1200 kgm	
65	TRICHY-ADAPTOR13-1600 kgm	
66	GOINDWAL-STEM PROTECTION COVER1-11 kgm	
67	GOINDWAL-STEM PROTECTION COVER2-35 kgm	
68	GOINDWAL-STEM PROTECTION COVER3-50 kgm	
69	GOINDWAL-STEM PROTECTION COVER4-75 kgm	
70	GOINDWAL-STEM PROTECTION COVER5-100 kgm	
71	GOINDWAL-STEM PROTECTION COVER6-150 kgm	
72	GOINDWAL-STEM PROTECTION COVER7-200 kgm	
73	GOINDWAL-STEM PROTECTION COVER8-300 kgm	
74	GOINDWAL-STEM PROTECTION COVER9-400 kgm	
75	GOINDWAL-STEM PROTECTION COVER10-600 kgm	
76	GOINDWAL-STEM PROTECTION COVER11-800 kgm	
77	GOINDWAL-STEM PROTECTION COVER12-1200 kgm	
78	GOINDWAL-STEM PROTECTION COVER13-1600 kgm	
79	GOINDWAL-HANDWHEEL1-11 kgm	
80	GOINDWAL-HANDWHEEL2-35 kgm	
81	GOINDWAL-HANDWHEEL3-50 kgm	
82	GOINDWAL-HANDWHEEL4-75 kgm	
83	GOINDWAL-HANDWHEEL5-100 kgm	
84	GOINDWAL-HANDWHEEL6-150 kgm	
85	GOINDWAL-HANDWHEEL7-200 kgm	
86	GOINDWAL-HANDWHEEL8-300 kgm	
87	GOINDWAL-HANDWHEEL9-400 kgm	
88	GOINDWAL-HANDWHEEL10-600 kgm	
89	GOINDWAL-HANDWHEEL11-800 kgm	

90	GOINDWAL-HANDWHEEL12-1200 kgm	
91	GOINDWAL-HANDWHEEL13-1600 kgm	
92	GOINDWAL-THRUST BEARING1-11 kgm	
93	GOINDWAL-THRUST BEARING2-35 kgm	
94	GOINDWAL-THRUST BEARING3-50 kgm	
95	GOINDWAL-THRUST BEARING4-75 kgm	
96	GOINDWAL-THRUST BEARING5-100 kgm	
97	GOINDWAL-THRUST BEARING6-150 kgm	
98	GOINDWAL-THRUST BEARING7-200 kgm	
99	GOINDWAL-THRUST BEARING8-300 kgm	
100	GOINDWAL-THRUST BEARING9-400 kgm	
101	GOINDWAL-THRUST BEARING10-600 kgm	
102	GOINDWAL-THRUST BEARING11-800 kgm	
103	GOINDWAL-THRUST BEARING12-1200 kgm	
104	GOINDWAL-THRUST BEARING13-1600 kgm	
105	GOINDWAL-THRUST BASE1-11 kgm	
106	GOINDWAL-THRUST BASE2-35 kgm	
107	GOINDWAL-THRUST BASE3-50 kgm	
108	GOINDWAL-THRUST BASE4-75 kgm	
109	GOINDWAL-THRUST BASE5-100 kgm	
110	GOINDWAL-THRUST BASE6-150 kgm	
111	GOINDWAL-THRUST BASE7-200 kgm	
112	GOINDWAL-THRUST BASE8-300 kgm	
113	GOINDWAL-THRUST BASE9-400 kgm	
114	GOINDWAL-THRUST BASE10-600 kgm	
115	GOINDWAL-THRUST BASE11-800 kgm	
116	GOINDWAL-THRUST BASE12-1200 kgm	
117	GOINDWAL-THRUST BASE13-1600 kgm	
118	GOINDWAL-ADAPTOR1-11 kgm	
119	GOINDWAL-ADAPTOR2-35 kgm	
120	GOINDWAL-ADAPTOR3-50 kgm	
121	GOINDWAL-ADAPTOR4-75 kgm	
122	GOINDWAL-ADAPTOR5-100 kgm	
123	GOINDWAL-ADAPTOR6-150 kgm	
124	GOINDWAL-ADAPTOR7-200 kgm	
125	GOINDWAL-ADAPTOR8-300 kgm	
126	GOINDWAL-ADAPTOR9-400 kgm	
127	GOINDWAL-ADAPTOR10-600 kgm	
128	GOINDWAL-ADAPTOR11-800 kgm	
129	GOINDWAL-ADAPTOR12-1200 kgm	
130	GOINDWAL-ADAPTOR13-1600 kgm	

Annexure D

CERTIFICATE OF 'NIL' TECHNICAL DEVIATION

Enquiry No.	:	RC-SAC-012	Vendor Code - BHEL (T)	
Vendor Name	:			

By issuing this declaration, we understand and are in acceptance of the following, with reference to our Bid submitted against the aforementioned enquiry number and the items listed in the below table, we hereby confirm that we comply and there is no technical deviation taken against the specification with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid.

- *Please mention "Not Quoted" against the non-participated items*
- *Please mention "Accepted/Not Accepted" against the participated items, for "Not Accepted" items provide deviations details in Annexure E - 'Schedule of Technical Deviations'.*

Specification Number	Bidder's response

Note: Technical Deviations/ Conditions mentioned by bidder anywhere else in the bid documents, if any, will not be considered/ taken into account.

Name:

Date:

Seal and Signature of authorised signatory

Annexure E

Schedule of Technical Deviations

Enquiry No.	:	RC-SAC-012	Vendor Code - BHEL (T)	
Vendor Name	:			

The following are the Technical Deviations taken against the mentioned item numbers.

If no technical deviations are recorded, Delete the below table and Mention 'Nil'.

Sl no.	Technical Deviations

Note: Technical Deviations/ Conditions mentioned by bidder anywhere else in the bid documents, if any, will not be considered/ taken into account.

Name:

Date:

Seal and Signature of authorised signatory

Annexure F

Schedule of Commercial Deviations

Enquiry No.	:	RC-SAC-012	Vendor Code - BHEL (T)	
Vendor Name	:			

The following are the Commercial Deviations taken. Mention 'Nil' if no commercial deviations are recorded.

Note: Commercial Deviations/ Conditions mentioned by bidder anywhere else in the bid documents, if any, will not be considered/ taken into account.

Name:

Date:

Seal and Signature of authorised signatory

(Vendor's/ CA's Letter Head)

DECLARATION

In line with the Government Public Procurement, Order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018 and its revisions/amendments, I hereby certify that,

Supplier Name:,

with Vendor Code, is a local supplier meeting the requirement of minimum local content (.....%) defined in as above orders for the following items in the Framework Agreement **RC-SAC-012**.

- Mention Applicable Item Nos – as per Annexure D
- Details of location/address at which local value addition will be made is as follows:

.....
.....

By issuing this declaration, we understand and are in acceptance of the following-

- 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.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that BHEL is not at liability to verify the contents and will not be responsible for the declaration made by us. However, in case BHEL has any reason to doubt the authenticity of the local content, BHEL reserves the right to obtain the complete backup calculations before award of contract and we are liable to submit the same if requested by BHEL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by BHEL.

Date :

Seal and Signature of authorized signatory of Supplier

Seal and Signature of CA

Note: The declaration relating to the percentage of local content shall be certified by the statutory auditor or cost auditor of the company (in the case of companies) or by a practising cost accountant or a practising chartered accountant (for bidders other than companies) as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

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 organisational procedures, contract(s) for,

Enquiry Reference: RC_SAC-012 (*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 a 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 the 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 the application of Section 3 above, the Bidder(s)/ Contractor(s) transgression through a violation of Section 2 above shall be construed as a 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 an 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 the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the 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 the 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 a 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 the IEMs with 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 organisation.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during the execution of the 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 a 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 the relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within a 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 the award of work, the IEMs shall look into any issue relating to the execution of the Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of the Contract, raises the 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 the contract for the 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 the 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 the 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 per the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both 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 an outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of the 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 a 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

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place : Trichy-14

Date :

Witness :

Witness :

(Signature)

(Signature)

Name : M Balamurugan

Name :

Address : Senior manager
Valves Purchase
24 Building, 3rd Floor,
BHEL, Trichy - 620014

Address :



BHARAT HEAVY ELECTRICALS LTD

Trichy - 620 014, India

VALVES PURCHASE

Annexure M- CONFIRMATIONS TO TERMS & CONDITONS

Reference: RC-SAC-012

S.No	TERMS & CONDITION	VENDOR CONFIRMATION
1	Framework Agreement (FA):	Accepted/ Not Accepted
	This is an enquiry for the finalization of a Framework Agreement (FA) for a period as mentioned in 'Validity of offer' (clause 11) below. The quantities mentioned in the enquiry are indicative of the entire FA period. POs will be released on a time to time basis till the end of the FA validity period, based on actual requirement.	
2	Quotation no and date	Accepted/ Not Accepted
3	I/We hereby declare that I/We have downloaded all the Tender Documents from the website https://eprocurebhel.co.in . and I/We have not tampered with the tender document. In case at any stage, if it is found that the information given above is false or incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation.	Accepted/ Not Accepted
4	Technical Deviation:	Accepted/ Not Accepted
	Item-wise, Vendor should confirm BHEL's Technical Specification, Drawings, as per ----- Any deviations from the specification are to be furnished separately as per Annexure E - Schedule of Technical Deviation . If there is no deviation vendor should indicate the same as per Annexure D - Nil Technical Deviation	
5	The offer has to be submitted as a Two-part bid (Techno-commercial & Price bid).	Accepted/ Not Accepted
6	The tender will only be finalized on a line item wise L1 basis.	Accepted/ Not Accepted
7	Reverse Auction (RA):	Accepted/

Vendor Name & Code:

Name:

Date:

Seal and Signature of authorised signatory



BHARAT HEAVY ELECTRICALS LTD

Trichy - 620 014, India
VALVES PURCHASE

Annexure M- CONFIRMATIONS TO TERMS & CONDITONS

Reference: RC-SAC-012

S.No	TERMS & CONDITION	VENDOR CONFIRMATION
	Reverse auction is not applicable	Not Accepted
8	Terms of Payment: For MSE Indigenous - Micro & Small Suppliers – Payment within 45 days from the date of receipt and acceptance of materials. For Indigenous Medium Suppliers – Payment 60 days from the date of receipt and acceptance of materials. For Indigenous NON-MSME Suppliers - 100% direct EFT payment after 90 days from the date of receipt and acceptance of materials. Payment for MSE Indigenous vendors will be as per MSMED Act, 2006. Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.	Accepted/ Not Accepted
9	Liquidated Damage (LD): “LD shall be 0.5% of the undelivered portion value per week of the delay or part thereof subject to a maximum of 10% of the total order value.” Any deviation from the above LD condition, loading will be applied to the extent to which it is not agreed by the bidder (at the offered value).	Accepted/ Not Accepted
10	Delivery Terms: Price should be quoted on FOR: HPBP-BHEL, TRICHY-620014, inclusive of freight, insurance etc. Price should be quoted on FOR: IVP-BHEL, Goindwal, inclusive of freight, insurance etc.	Accepted/ Not Accepted
11	Validity of Offer:	Accepted/

Vendor Name & Code:

Name:

Date:

Seal and Signature of authorised signatory



BHARAT HEAVY ELECTRICALS LTD

Trichy - 620 014, India

VALVES PURCHASE

Annexure M- CONFIRMATIONS TO TERMS & CONDITONS

Reference: RC-SAC-012

S.No	TERMS & CONDITION	VENDOR CONFIRMATION										
	<p>The Framework Agreement is valid for a period of one year from the date of Part 1 Opening.</p> <p>The purchaser is entitled to place Purchase Orders up to the last day of the validity of the FA and, though the delivery date of such supplies against the Purchase Orders will be effected beyond the validity period of the FA, all such supplies will be guided by the complete terms & conditions of the FA.</p>	Not Accepted										
12	<p>Delivery Period:</p> <table><tr><th>Torque Range (In Kgm)</th><th>Delivery Period</th></tr><tr><td>11 to 100</td><td>14 weeks</td></tr><tr><td>150 to 400</td><td>16 weeks</td></tr><tr><td>600 to 1600</td><td>18 weeks</td></tr><tr><td>Spares</td><td>12 weeks</td></tr></table> <p>Delivery date will be calculated from the date of submission of the technical inputs to the vendor after placement of PO. Separate delivery amendments will be given for 3rd party & Customer inspection delays and BHEL HOLD suitably.</p>	Torque Range (In Kgm)	Delivery Period	11 to 100	14 weeks	150 to 400	16 weeks	600 to 1600	18 weeks	Spares	12 weeks	Accepted/ Not Accepted
Torque Range (In Kgm)	Delivery Period											
11 to 100	14 weeks											
150 to 400	16 weeks											
600 to 1600	18 weeks											
Spares	12 weeks											
13	<p>Counter-offer (CO):</p> <p>Counter-offer is applicable for this FA and the L1 rates will be counter-offered to other eligible vendors as per Clause 4 of Annexure N- Framework Agreement - GENERAL TERMS AND CONDITIONS (FA-GTC).</p> <table><tr><th>Number of Part 1 Qualified bidders</th><th>Split Ratio</th></tr><tr><td>1</td><td>L1 =100</td></tr><tr><td>2</td><td>L1:L2 =60:40</td></tr><tr><td>3</td><td>L1:L2:L3=45:30:25</td></tr></table> <p>Note: Over the above the split ratio mentioned above, 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 the concerned Ministry</p>	Number of Part 1 Qualified bidders	Split Ratio	1	L1 =100	2	L1:L2 =60:40	3	L1:L2:L3=45:30:25	Accepted/ Not Accepted		
Number of Part 1 Qualified bidders	Split Ratio											
1	L1 =100											
2	L1:L2 =60:40											
3	L1:L2:L3=45:30:25											
14	<p>Integrity Pact (IP):</p> <p>IP is applicable for this FA. Kindly submit duly signed Annexure L - Integrity Pact Format by an authorised signatory of the Vendor.</p>	Accepted/ Not Accepted										

Vendor Name & Code:

Name:

Date:

Seal and Signature of authorised signatory



BHARAT HEAVY ELECTRICALS LTD

Trichy - 620 014, India

VALVES PURCHASE

Annexure M- CONFIRMATIONS TO TERMS & CONDITONS

Reference: RC-SAC-012

S.No	TERMS & CONDITION	VENDOR CONFIRMATION
15	Risk Purchase:	Accepted/ Not Accepted
	Risk purchase provisions as per Clause 8 of Annexure N- Framework Agreement - GENERAL TERMS AND CONDITIONS (FA-GTC) is applicable for the enquiry.	
	Non-acceptance to risk purchase clause then the offer is liable for rejection.	
16	Local Content Declaration:	Accepted/ Not Accepted
	Kindly attach Local Content Declaration format as per Annexure K - Local Content Declaration Format mentioning Local Content % in the Vendor's/ CA's letterhead signed and sealed by authorised signatory. The declaration relating to the percentage of local content shall be certified by the statutory auditor or cost auditor of the company (in the case of companies) or by a practising cost accountant or a practising chartered accountant (for bidders other than companies) as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.	
17	Insurance by Supplier	
18	Guarantee clause: The vendor shall give a guarantee for the performance of his Gearboxes for a period of eighteen months from the date of dispatch or twelve months from the date of commissioning whichever is earlier.	
19	The following documents are to be submitted along with the offer for Techno-Commercial (Part 1) evaluation. The documents should carry the authorised signatory's sign and seal on all the pages of the document. By providing these documents the vendor confirms that they have read and understood all the Terms and Conditions and comply with the same without any deviations.	Accepted/ Not Accepted
	1. Annexure A – Item List	Signed & Attached
	2. Annexure D – Certificate of NIL Technical deviation	Signed & Attached
	3. Annexure E - Schedule of Technical Deviations	Signed & Attached
	4. Annexure F - Schedule of Commercial Deviations	Signed & Attached

Vendor Name & Code:

Name:

Date:

Seal and Signature of authorised signatory



BHARAT HEAVY ELECTRICALS LTD

Trichy - 620 014, India
VALVES PURCHASE

Annexure M- CONFIRMATIONS TO TERMS & CONDITONS

Reference: RC-SAC-012

S.No	TERMS & CONDITION	VENDOR CONFIRMATION
5.	Annexure K – Local content Self Declaration	Signed & Attached
6.	Annexure L – Integrity Pact Format	Signed & Attached
7.	Annexure M - Confirmation to Terms and Conditions	Signed & Attached
8.	Annexure N – FA General Terms and Conditions (FA- GTC)	Signed & Attached
9.	Recent & Valid UDYAM REGISTRATION CERTIFICATE (If Applicable)	Attached

I/We have fully understood the attached General Terms & Conditions of tender along with the annexures provided with the tender which are returned herewith duly signed by me/us in token of having accepted the same in Toto and I/We have quoted the above rates and made my/our offer keeping in view these terms and conditions. I/We fully agree that once I/We have endorsed my/our signatures herein below, all conditions whatsoever in whatever manner mentioned by me/us which may not be acceptable to you/your principal shall be deemed to be withdrawn by me/us and I am/we are fully aware that no grievance whatsoever shall be entertained by you if the tender/quotation is accepted/rejected.

Vendor Name & Code:

Name:

Date:

Seal and Signature of authorised signatory



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE
Trichy - 620 014, India

Annexure N- FRAMEWORK AGREEMENT- GENERAL TERMS AND CONDITIONS (FA-GTC)

Enquiry Reference: RC-SAC-012

1. QUOTATIONS:

- a. BID system:** The offers are invited in Two part bid system (Part I will be Techno-commercial bid and part II will be Price Bid). Offers of Techno commercially qualified bidders only will be considered for price bid opening.
- b. Submission of offer:** Offers are invited through e-Procurement mode: The bidder shall submit the bid online in BHEL e-Procurement portal at

<https://eprocurebhel.co.in/>
- The bidder would be required to register on the above e-procurement portal for submitting their bids. Offers through email and hardcopy are not acceptable.
- c. Price Variation Clause (PVC):** Price Variation clause is a not applicable for this Framework Agreement.
- d. Deviation.**
- 1) **Technical:** Item wise, if any deviation is taken from the technical specification, same has to be furnished separately in the format '*Annexure E - Schedule of Technical Deviation*'. Item wise, if there is no deviation, the vendor should submit the format, '*Annexure D - Nil Technical Deviation*'. All the applicable annexures are to be signed by the authorised signatory of the vendor in every page and to be uploaded along with the offer.
 - 2) **Commercial:** Any deviations taken from the commercial terms are to be furnished separately in the format '*Annexure F - Schedule of Commercial Deviations*'. If there are no Commercial deviations taken, then mention 'Nil' in the same format. All the applicable annexures are to be signed by the authorised signatory of the vendor in every page and uploaded along with the offer.
- e. Confirmation:** Confirmation for compliance has to be given in the offer for all the techno commercial conditions specified in the tender as per '*Annexure K - Confirmation to Terms and Conditions*'.

2. COMMERCIAL TERMS & CONDITIONS:

a. Terms of Payment:

For MSE Indigenous - Micro & Small Suppliers – Payment within 45 days from the date of receipt and acceptance of materials. Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For Indigenous Medium Suppliers – Payment 60 days from the date of receipt and acceptance of materials. Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For Indigenous NON-MSME Suppliers - 100% direct EFT payment after 90 days from the date of receipt and acceptance of materials. Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.



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Annexure N- FRAMEWORK AGREEMENT- GENERAL TERMS AND CONDITIONS (FA-GTC)

Enquiry Reference: RC-SAC-012

b. Liquidated Damage (LD):

LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.

The LD shall be reckoned from the Contract delivery date to the Cargo readiness date. Cargo readiness date means Invoice date / Bill of Lading date / Airway Bill date / Lorry waybill date / Railway Receipt date / E-Way bill date, whichever is later.

Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).

c. Delivery Terms: Freight on Road (FOR) BHEL Trichy-620014/Goindwal inclusive of Packing, freight and insurance etc.

d. Delivery Location:

SDGM/STORES/VALVES
Ward - 38/RM Ward
Valves Stores, HPBP-BHEL
Boiler Plant Project P.O.
Tiruchirappalli - 620 014, Tamil Nadu, India.

e. Delivery period: Delivery schedule will be as mentioned in the "Annexure K- Confirmation to Terms and Conditions" attached. If bidder quotes higher delivery period than specified in the delivery schedule their offer will not be considered.

f. Items & Quantity: List of items covered under this FA and FA quantity are indicated in 'Annexure A – Item List RC-SAC-012'. Conditional offer such as demand of minimum order quantity will not be considered by BHEL. BHEL reserves the right to reduce the tender quantity and also NOT to order some or all material based on the BHEL requirement. Purchase Orders (PO) will be released from time to time during FA validity period as and when requirement arises for BHEL for required quantity.

g. Validity of Framework Agreement: 12 Months from Part-1 bid opening date.

The offered prices along with PVC are valid till the currency of the contract. The purchaser is entitled to place Purchase Orders up to the last day of the validity of the FA, though the delivery date of such supplies against the Purchase Orders will be effected beyond the validity period of the FA, all such supplies will be guided by the complete terms & conditions of the FA.

h. Guarantee period: The supplier shall give a guarantee for the usability and performance of his supplies for a period of twenty-four months from the date of receipt (GR) at BHEL stores or twelve months from the date of commissioning whichever is earlier.



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Annexure N- FRAMEWORK AGREEMENT- GENERAL TERMS AND CONDITIONS (FA-GTC)

Enquiry Reference: RC-SAC-012

- i. **Miscellaneous:** Any conditions which might have been quoted by the seller and are in contravention to the terms of Tender and which have not been specifically accepted by Purchaser, will not be applicable to the contract/PO.

3. TENDER EVALUATION:

- a. **Evaluation:** The Framework Agreement will be evaluated and finalised on ITEM WISE basis only.

b. **Techno-commercial Bid.**

Point by point technical confirmation of all pages of BHEL technical specifications and commercial conditions are required with vendor sign and seal along with techno commercial offer. Same shall be scanned and uploaded along with offer. Bidder can also shall digitally sign and upload the tender document as confirmation of acceptance of Tender terms and conditions.

c. **Price Bid.**

After Part-I evaluation, offers of techno commercially qualified bidders only will be considered for price-bid opening. Qualified bidders will be intimated the date of price bid opening in the e-procurement portal. Price Bid Opening will be done on the scheduled date.

- d. After price bid opening, L1 bidder will be decided based on landed cost for the item to BHEL.

Total Landed cost/rate for each item = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for non-acceptance of commercial terms (C) – Applicable input tax credit (D)

A -Indigenous vendors submit offers on Free on Road (FOR, HPBP BHEL Trichy in INR.

B -Applicable GST and any other charges quoted by indigenous vendors will be added to the base price.

C -Loading for non-acceptance for liquidated damages (LD) will be added to the F.O.R. value for arriving the landed rate.

D -However, input tax credit shall be availed for GST, hence the same is excluded for arriving at the landed cost.

- e. Ranking will be done against each item and the bidder with the lowest landed rate shall be ranked as L1 bidder. The bidder with the next highest landed cost shall be ranked L2 and the next be L3, and so on. (L1, L2, L3, L4.....)

f. **In case of tie for the L1 positions after Price bid opening**

- a. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders.
- b. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders(s) or their representative(s) through offline or online mode.



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Annexure N- FRAMEWORK AGREEMENT- GENERAL TERMS AND CONDITIONS (FA-GTC)

Enquiry Reference: RC-SAC-012

c. Ranking will be done accordingly; BHEL's decision in such a situation shall be final and binding.

g. Tie in a position other than L1 position after Price bid opening

If there is a tie for ranking position other than L1 in respective enquiry items, then LOT shall be done to break the tie in the presence of the respective bidders or their representative(s) through offline or online mode in a fair and transparent manner.

Based on the outcome of LOT, subsequent tender ranking will be revised. Load distribution shall be based on revised ranking. The LOT process to break tie in tender ranking will be based on random number generation in MS-Excel sheet.

Tie breaking procedure has been explained below.

- 1) An Excel sheet will be created for all items for which tie-breaking has to be conducted.
- 2) This sheet will have Item No., Vendor code and Original Rank before Counter Offering as headers.
- 3) Random numbers shall be generated only once against each entry in the excel sheet, using the formula '=RAND()'.
- 4) Random number values will be frozen against each entry.
- 5) The rank order shall be sorted in the following manner.

Sorting Order

- i. Item No. - (Sort Smallest to Largest) and then by,
- ii. ORIGINAL Rank before CO - (Sort A to Z) and then by,
- iii. Random number wise - (Sort Smallest to Largest)

Once sorting is done, each vendor shall be ranked as per the sorting order, which is illustrated as below,

• Illustration:

Step-1: Before Sorting:

Item No.	Vendor code	ORIGINAL Rank before CO
210	A	L01
210	B	L02
210	C	L03
210	D	L03
210	E	L05
210	F	L06
210	G	L06
210	H	L08



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Annexure N- FRAMEWORK AGREEMENT- GENERAL TERMS AND CONDITIONS (FA-GTC)

Enquiry Reference: RC-SAC-012

Step-2: After random number generation

Item No.	Vendor code	ORIGINAL Rank before CO	Random Number
210	A	L01	0.639156
210	B	L02	0.931402
210	C	L03	0.560449
210	D	L03	0.507298
210	E	L05	0.621819
210	F	L06	0.620683
210	G	L06	0.504936
210	H	L08	0.793407

Step-3: Final sorting and revised ranking:

Item No.	Vendor code	ORIGINAL Rank before CO	Random Number	Final Revised Rank
210	A	L01	0.639156	L01
210	B	L02	0.931402	L02
210	D	L03	0.507298	L03
210	C	L03	0.560449	L04
210	E	L05	0.621819	L05
210	G	L06	0.504936	L06
210	F	L06	0.620683	L07
210	H	L08	0.793407	L08

- h. Final revised ranking shall be intimated to vendors. Final revised ranking shall be worked out based on the result of tie-breaking and counter offering process shall be based on the final revised ranking.
- i. L1 rate shall be counter offered to eligible Vendors in respective enquiry items in the order of the distinct ranking arrived after tie-breaking process has been concluded. BHEL's decision in such a situation shall be final and binding.

4. COUNTER OFFER (CO)

Counter offering is applicable for the enquiry, the L1 rates will be counter-offered to other eligible vendors as per below points.

- a. Counter offer applicability and maximum number of vendors with whom the FA quantity will be split including L1 vendor and the manner of splitting are specified in the "Annexure M –Confirmation to terms and conditions Clause Sl no 13"
- b. The L1 rates of counter offer applicable items will be counter-offered to other eligible vendors as per the ranking of the vendor.
- c. In case there are only two qualified offers for any item, the L1 rate will be counter-offered to the L2 vendor.



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Trichy - 620 014, India

Annexure N- FRAMEWORK AGREEMENT- GENERAL TERMS AND CONDITIONS (FA-GTC)

Enquiry Reference: RC-SAC-012

- d. In case of more than two qualified offers for any item, the distribution will be limited to (n-1) vendors (where 'n' is the no. of techno-commercially qualified vendors for that item) or the no. of vendors required (as mentioned in the "Annexure B" for that item), whichever is lower.
- e. In case a lower ranked vendor does not accept the counter-offered rates, the rates may be offered to next higher ranked vendor.
- f. The manner of splitting of the enquiry quantity across L1 and counter-offer accepted vendors will be as per the ratios mentioned in the "Annexure M –Confirmation to terms and conditions Clause Sl no 13" attached.
- g. Split ratio and loading will be changed in a fair and transparent manner in case any of the vendor, after finalizing FA comes under Hold/Ban or having repeated quality issues or repeated failures in the delivery commitments.
- h. In case none of the eligible vendors are accepting the counter offered rates, then BHEL has the authority to short close that particular item in RC and re-float the same, if required.

5. COMPLIANCE / ACCEPTANCE REQUIRED FOR FOLLOWING POINTS TO ENSURE INPUT TAX CREDIT

- a. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
- b. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
- c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)
- d. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - 1) Vendor declaring such invoice in their GSTR-1 Return/ IFF



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Annexure N- FRAMEWORK AGREEMENT- GENERAL TERMS AND CONDITIONS (FA-GTC)

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2) Receipt of Goods or Services and Tax invoice by BHEL

- e. As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).
- f. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- h. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor
- i. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018- Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal

6. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):

- a. In line with the Gazette notification issued by the Ministry of Micro Small and Medium Enterprises on MSE suppliers, the following special provisions shall be applicable.
 - 1) 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 the concerned Ministry.
 - i. At least 25% of the tendered quantity (Rounded Up to the nearest Whole number) is earmarked for MSE (Micro & Small) suppliers in this tender.



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Annexure N- FRAMEWORK AGREEMENT- GENERAL TERMS AND CONDITIONS (FA-GTC)

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- ii. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
 - iii. 3% reservation for women-owned MSEs within the above mentioned 25% reservation. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked for MSE owned by women entrepreneurs shall be met with other MSE enterprise/s.
- 2) If L1 vendor (or) Counteroffer accepted vendor/s is from a Micro / Small enterprise which put together covers 25% of the total tendered quantum, the 25% earmarking provision is not applicable.
- b. In a tender where both MSE and Non-MSE Vendors have participated and non-MSE Vendor has become the lowest bidder (L1) and the MSE vendor participating in the tender quotes within the price band of L1 +15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by the MSE vendor. In the case of more than one such MSE, the supply shall be shared proportionately to the tendered quantity, provided the available quantum can be split.
 - c. In a tender where both MSE and Non-MSE Vendors have participated and non-MSE Vendor has become the lowest bidder and the quantum envisaged in the tender cannot be split, then the MSE vendor will be given preference for ordering the available quantum provided the MSE vendor quoted price is within L1 + 15%, and if the MSE vendor accepts the L1 rate.
 - d. MSE suppliers can avail of the intended benefits only if they submit along with the offer, Recent Valid UDYAM REGISTRATION CERTIFICATE.
 - e. The date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid).
 - f. Non-submission of such documents will lead to consideration of their bid at par with other bidders and the MSE status of such suppliers shall be shifted to Non-MSE suppliers. No benefits shall be applicable for the enquiry in case any deficiency in the above-required documents is found and the same is not corrected by the supplier before the price bid opening.
 - g. **Definitions of MSEs owned by SC/ST is as below:**
 - 1) In the case of a proprietorship firm, the proprietor must be SC/ST.
 - 2) In the case of a partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - 3) In the case of private limited companies, at least a 51% share must be held by SC/ST promoters.
 - h. **Authorised to Issue SC/ST certificate:**



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The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

- 1) District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy Commissioner / Deputy collector/ 1st class stipendiary magistrate / Sub divisional Magistrate / Taluka Magistrate / Executive magistrate / Extra Assistant commissioner.
 - 2) Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
 - 3) Revenue Officer not below the rank of tehsildar.
 - 4) Sub-Divisional Officer of the area where the individual and/or his family normally resides.
- i. To avail of the benefits of MSE under the SC/ST category, the related documents as stated above should be submitted along with tender documents. No benefits shall be applicable for the enquiry if any deficiency in the above-required documents is not submitted before the price bid opening.
- j. **The definition for MSEs owned by Women Entrepreneurs is clarified as:**
- 1) In the case of proprietary MSE, the proprietor shall be a woman.
 - 2) In the case of partnership MSE, the women partners shall be holding at least a 51% share in the unit.
 - 3) In the case of private limited companies, at least a 51% share shall be held by the women promoters.
- k. To avail of the benefits of MSE under the women entrepreneur's category, the related documents as stated above should be submitted along with tender documents. No benefits shall be applicable for the enquiry if any deficiency in the above-required documents is not submitted before the price bid opening.
- l. Payment for MSE vendors will be as per MSMED Act, 2006 and further amendments to the same.

7. PREFERENCE TO MAKE IN INDIA PRODUCTS:

- a. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issuing of this NIT but before finalisation of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing a higher or lower percentage of preference and/or local content in respect of this procurement, the same shall be applicable.
- b. Only Class-I and Class-II Local suppliers as per the MII order dated 04.06.2020 will be eligible to bid. Non - Local suppliers as per the MII order dated 04.06.2020 are not eligible to participate. However, eligible Micro and Small Enterprises will be allowed to participate. The Purchase Preference to Micro and Small Enterprises as per Clause 5 will get precedence over Clause 6 (Preference to Make In India Products).
 - 1) 'Class-I local supplier' means a supplier, whose goods offered for procurement, has local content equal to or more than 50%, as defined under this Order.



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- 2) Class-II local supplier' means a supplier, whose goods offered for procurement, has local content of more than 20% but less than 50%, as defined under this Order
 - 3) 'Non - Local supplier' means a supplier, whose goods offered for procurement, has local content less than or equal to 20%, as defined under this Order
- c. For this procurement, the 'Class-I local supplier' shall get a margin of purchase preference of 20% (L1+20%) over 'Class-II local supplier', as per the following procedure.
- 1) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1 as per the enquiry terms and conditions.
 - 2) If the L1 bidder is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- d. In the procurements of goods, which are not divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per the following procedure.
- 1) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1 as per the enquiry terms and conditions.
 - 2) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - 3) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. In case none of the Class-I local suppliers' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- e. The minimum local content required to qualify as a Class-I local supplier is 50% for all the items in this Framework Agreement
- f. If the bidder wants to avail of the Purchase preference, the bidder must upload a certificate as per the Annexure K - Local Content Declaration Format regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted
- g. The declaration relating to the percentage of local content shall be certified by the statutory auditor or cost auditor of the company (in the case of companies) or by a practising cost accountant or a practising chartered



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accountant (for bidders other than companies) as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

8. RISK PURCHASE PENALTIES

- a. In case of delay in delivery beyond PO delivery /mutually agreed on delivery, or a vendor fails /refuses to complete the PO as per terms, or insufficient facilities at vendor's works to execute a PO, BHEL has the right to get the items ordered elsewhere at the risk and cost of the vendor with notice to the vendor and the additional expenditure/difference in cost, if any, including consequential cost shall be recovered from the defaulted vendor. Also, in such case of withdrawal of orders, BHEL shall recover the additional expenditure/difference from vendor by adjusting the amount due to vendor by any other suitable means as decided by BHEL. In addition, BHEL may recover from the defaulter vendor any loss to BHEL arising due to withdrawal of orders in such case, and action shall be taken as per the latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors.
- b. BHEL has the right to divert/cancel the order if the vendor has not procured a minimum of 50% of the quantity of raw materials within 60 days from the PO date. Purchase orders placed on sub vendors and with proper payment voucher/proof will be considered for not cancelling the PO by BHEL. This is to avoid delays in the project schedule due to delays in raw material procurement by vendors. In case the vendor fails to procure at least 50% of the quantity of raw materials within 60 days from the PO date, BHEL has the right to get the items ordered elsewhere at the risk and cost of the defaulting Vendor and the additional expenditure/difference in cost, if any, including consequential cost shall be recovered from the defaulting Vendor and action shall be taken as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors and SEARP.
- c. The defaulted vendor shall be liable for any loss, which BHEL may sustain by reason of such risk purchases in addition to liquidated damages as mentioned under the LD clause. Vendors pending payments shall be withheld to cover the liabilities of BHEL towards risk purchase if any.
- d. Reasons like power cut, Labour issues, machine break down, etc. which are controllable by the vendor shall not be accepted as a reason for the delay for delivery extension purposes.
- e. If PO delivery needs to be extended for reasons attributable to BHEL, a vendor may request BHEL in writing for delivery extension with justifications within 15 days from the date of PO closure and before invoice.

- f. Process of calculating the risk and cost amount is as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)



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Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per the original contract. If the Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till the issue of the Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. In case a portion of work is being withdrawn, contract quantities pertaining to the portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

- g. Vendors are cautioned that withdrawal after price bid opening or after contract signing or PO/LOI acceptance will be construed as tampering with BHEL's tender process. Suitable action for suspension of further business with the vendor may be taken as per BHEL corporate procedures.
- h. An abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on the website www.bhel.com on the supplier registration page available at the following link:

<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

9. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

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:
 - a. The principal manufacturer directly or through one Indian agent on his behalf; and
 - b. Indian/foreign agent on behalf of only one principal;**or**



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- 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.

10. GENERAL CONDITIONS

- a. Suppliers are instructed to provide all responses as per the annexure titled, *Annexure M- Confirmation to Terms and Conditions* as attached. All required documents for the Tender have to be uploaded for Part 1 evaluation.
- b. Separate orders will be released for each project/requirement and documents should be supplied for each order separately.
- c. BHEL shall have the right to issue an addendum/Corrigendum to Tender documents to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated, addendum so issued shall form a part of the original invitation to the Tender.
- d. BHEL reserves the right to reduce the tender quantity and NOT to order some or all material based on the changes in the project requirements.
- e. For this procurement, Public procurement order dated 23.07.2020 regarding restrictions under rule 144 (xi) of general financial rules 2017 and clarification dated 08.02.2021 from DoE is applicable. In case of subsequent Orders issued, the same shall be applicable even if issued after the issue of this NIT.
- f. It is the responsibility of the vendor to ensure that the price bids uploaded in the e-Procurement portal are in a valid format and remains readable at BHEL's end. If any of the files uploaded in the e-procurement portal are corrupted and become unreadable, then BHEL will not be obliged to consider the offer.
- g. BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- h. Supplier shall arrange proper packing to avoid loss or damages during Road Transport, Site Handling & Storage.
- i. BHEL reserves the right to reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects/units.
- j. The Drawings and Technical documents provided along with this enquiry are the sole property of BHEL. This should not be misused in any form.
- k. If any supplier is not honouring their quotation or any of its conditions within the validity period, action will be taken against those suppliers in line with "Guidelines for suspension of business dealings with suppliers/contractors".
- l. In the event of any technical queries during submission of the tender through BHEL's E-Procurement NIC portal, you may please Contact, NIC Customer Care- support-eproc@nic.in. For any technical related queries



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please call at 24 x 7 Help Desk Number 0120-4001002, 0120-4001005, 0120-6277787 or 9942069052 (Mr Peter).

11. DOCUMENTATION:

a) Along with Consignment:

Invoice (Original & Duplicate for transporter), E-way bill, Packing List, Delivery Challan, Material Test Certificate, Test Certificates, Test Reports, Compliance Certificate, Guarantee/Warranty Certificate and other documents mentioned in PO/TDC/Drawing.

b) To Purchase Officer:

Original Invoice, duplicate for transporter copy, E-way bill, packing list, LWB and Delivery challan, GST declaration as mentioned in Clause 7 (C).

c) Material code, Purchase Order, PO item serial number, Unique serial number if any should be provided in all despatch documents, materials and packing clearly.

12. INTEGRITY PACT (IP)

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

Sl.No	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

a) IP is applicable for the enquiry, the IP as enclosed with the tender as *Annexure L – Integrity Pact Format* is to be submitted (duly signed by authorised signatory) along with the 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.

b) Please refer to Section-8 of the IP for Roles 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 clarifications / issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below

(1)

Avinash V

(2)

Ajay Kumar Gupta



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AGM, Valves Purchase
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ajaykumar.gupta@bhel.in

13. ENCLOSURES:

- Annexure A – Item List RC-SAC-012
- Annexure B – Counter offer and Split Ratio
- Annexure D – Nil Technical Deviation Certificate
- Annexure E - Schedule of Technical Deviations
- Annexure F - Schedule of Commercial Deviations
- Annexure K - Local Content Declaration Format
- Annexure L- Integrity Pact
- Annexure M- Confirmation to T & C
- Annexure N- Framework Agreement- General Terms and Conditions (FA-GTC)
