

TENDER TERMS AND CONDITIONS
Supply of HSEFG BOLT and NUTS
[Enquiry No. 1920-025E Dt. 23.05.2019, Due Date-03.06.2019]

Tender Enquiry no.	1920-025E
Enquiry date	23.05.2019
Last time and date of tender submission	15:00 Dt. 03.06.2019
Tender opening time and date	15:30 Dt. 03.06.2019
Quotation Parts	Two-part
Item Description	HSEFG BOLT and NUTS
Delivery schedule	As per Annexure-D
Validity of offer (In days)	90 days from date of tender opening
Test Certificate and other Quality related documents	Required as per TDC 5:211/Rev.02

This Enquiry is a two-part E Procurement Enquiry. Offer from any other mode will not be accepted. Any techno commercial or Price changes after submission of Bids in EPS informed through any other mode will not be considered. The items are reserved for MSE vendors only so please submit your MSE documents (as per term “preference for MSE “ of Annexure-C) along with part-1 of the tender. The bid of any bidder who will not submit MSE document will be rejected.

Bid Parts and Processing

This Open Tender is floated as a **Two-Part Bid** tender with:

- a) **Part – I** - Pre-Qualification Criteria & Techno Commercial Bid
- b) **Part – II** - Price Bid.

a) BID PART – I

On the due date of tender opening, only part-1 will be opened. The offers will be evaluated on the basis of Pre-Qualification Criteria and techno-commercial bid. Clarifications required, if any, will be called for from the bidders. If no reply is received from the bidders for the clarification raised by BHEL with in the final cut-off date those bidder's offer will be processed with the documents available / submitted against this tender. Offers not meeting the required Pre-Qualification Criteria and technical & commercial points will summarily be rejected. Those Bidders whose offers are qualified in Part – I will be considered for Part – II Opening. Part –II Bids of the qualified offers will be opened on a later date with prior intimation. Following documents are mandatory to be attached in bid Part-I:

- I. Annexure A and its relevant Documents (PQC – Pre Qualification Conditions)
- II. Annexure B (Manufacturing Capacity details/Bidder capacity commitment to BHEL IVP GOINDWAL)
- III. Annexure C (Open tender terms and conditions)
- IV. Annexure D (Item wise quantity, delivery schedule and site details)
- V. Annexure – 1 (CA Certificate)/ Udyog Aadhaar (MSE Certificate) for considering MSE status of the suppliers
- VI. TDC 5:211 REV.02
- VII. Integrity Pact duly signed

b) BID PART – II

The price bids of techno Commercially suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders..Price Bid is available in EPS Portal. **BHEL May decide for reverse auction also instead of opening of price bids.**

NOTE: All Documents to be duly signed, scanned and to be uploaded in respective BID.

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1. GENERAL CONDITIONS:

- a) The Tender will be evaluated on FOR site basis only. The item wise details (Material code & Size wise Quantity and Project site / Destination details) are shown in Annexure-D. Bidders are requested to quote their prices on F.O.R Destination (Respective Project Sites) basis mentioned in the Annexure D. Freight charges, packing & forwarding and Transit Insurance for Respective Project Sites will be in your account. **Offers indicating only Incoterms “Ex-works” will summarily be rejected without further clarification.**
- b) No charges shall be indicated as “Lump sum” or “Approximate” in absolute value. All charges like taxes and duties should be clearly specified as “percentage” of the basic price quoted.
- c) The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- d) The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and M/s. e-Procurement Technologies limited. will not be responsible for incomplete bid submission by users. Also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
- e) Before uploading scanned documents if any, the bidders shall sign and affix Office seal on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness /authenticity.

2. OFFER VALIDITY:

Offers should have a validity of minimum 90 days from the date of Tender opening. The quoted/Finalized rates shall be Firm till completion of the supplies including amendment / deviation/ extension if any in quantity / date.

3. Quantity variation Clause:

The quantity may increase up to 20% from tender quantity for all items based on BHEL requirement. The purchase orders for this additional 20% quantity will be placed within delivery schedule of respective site and delivery schedule for such purchase orders will be within 2 months from the date of purchase order or actual PO delivery whichever is later.

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4. OFFER RANKING AND COUNTER OFFERING:

Ranking will be done item wise. The tender quantity will be divided in the ratio L1:L2:L3 as 50:30:20. 50% of the quantity item wise will be offered to L1 bidder. 30% of the quantity item wise will be counter offered to L2 and 20% quantity to L3 (Except highest H1 bidder). On acceptance of L1 FOR rates, these 30% and 20% quantity will be finalized with L2 and L3 respectively. In case counter offering rate is not accepted by any of the counter offered bidders such counter offered quantity also will be ordered on L1 vendor. In the event of more than one vendor becoming L-1 for the same item, the quantity will be shared equally among

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all the L-1 vendors. Above loading on L1:L2:L3 may differ from 50:30:20% if bidder's monthly commitment to BHEL IVP is less than BHEL requirement.

The price acceptance will be taken from all qualified bidders other than L1 except highest bidder. And BHEL can give orders to bidders other than L1, L2, L3 (whoever accept the L1 FOR Site rates) on the basis of vendor's monthly commitment, BHEL delivery requirement, pending POs at any time with vendor, capability, delivery records and quality.

Once the tender is finalized with various bidders based on acceptance of counter offer, while placing regular Purchase orders, BHEL will place orders for required quantity based on vendor's monthly commitment, BHEL delivery requirement, pending POs at any time with vendor, capability, delivery records and quality. The vendor has to mention his monthly commitment in MT (As per Annexure-A).

Risk Purchase clause can be invoked immediately after the expiry of the delivery date for the undelivered portion of the PO qty.

BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.

5. SCOPE OF SUPPLY:

Material shall be supplied as per the applicable TDC 5:211/Rev.02. National & International material Standards shall have to be arranged by vendors themselves.

Vendor must submit TPI report to BHEL IVP and after clearance by BHEL IVP, then only the material shall be supplied by vendor to the site.

Along with clearance, BHEL will send DU material code in addition to PO/item material code. These DU material code along with PO/item material code have to be printed in the dispatch document of supplier in order to identify the DU at Site.

Techno-commercially qualified new suppliers will have to supply sample quantities on PO placement (100 Nos of a size identified by BHEL covered in the PO) within 15 days to BHEL IVP GOINDWAL after inspection clearance from third party agency (TPI). Then BHEL IVP will inspect these 100 Nos and if material will be ok then only clearance will be given to vendor for further production.

If new supplier does not complete this development order within 15 days, then new supplier's quantity will be offered to other bidders as per counter offer clause 4

6. TERMS OF PAYMENT (Indigenous):

Payment term is 30-45 days from the date of receipt and acceptance of materials at the respective project site. And it will be vendor's responsibility to send the "receipt of acceptance of material" at respective project site to BHEL IVP GOINDWAL through email/FAX or any other mode.

7. PACKING AND MARKING:

The Packaging instructions indicated in the TDC 5:211/Rev.02 shall be strictly adhered to. The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.

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8. QUOTATIONS:

Interested bidders/Suppliers shall submit their offer through e-Procurement mode at <https://bhel.abcpurchase.com>. **Offers in any other mode will not be accepted.**

For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps:

a. Requirements

1. Computer with good Internet Connection.
2. Operating System should be Windows Vista / Windows 7 and above.
3. Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above

b. Mandatory Requirements:

Suppliers interested for registration for BHEL Open Tenders should have a valid DSC (Digital Signature Certificate) before Proceeding forward for Registration. Herein a Valid DSC refers to a Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website. **It will be vendor responsibility to arrange DSC on time and there will be no extension of tender due to non-availability of DSC because of any reason.**

For Unregistered Suppliers in EPS:

Procedure for Online Registration in EPS for Open Tender Suppliers for BHEL. Please follow the below steps for registration: -

1. Click Register Button (Top of the Screen).
2. Please input your organization PAN No (in case of Indian supplier) or select your "country" in case you are an overseas Supplier.
3. Select Units to participate in.
4. Fill up Company details.
4. Key in your desired login id If you have registered by keying in PAN No. then your desired login id will be prefixed by "OTI", In case of **overseas suppliers it will be also prefixed with "OTI"**.
5. Fill in the Captcha code & agree to the terms & conditions and privacy policy of this website and click SUBMIT.

Once the above steps are completed, contact to M/s eProcurement Technologies Limited for ID Activation. M/s e Procurement Technologies limited, Ahmedabad will activate your ID within 2 business hours. After registering, follow the steps provided in "For Registered Supplier" to view RFQ.

NB: - 1 BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for any supplier who has registered himself from the front END which is in case of OT.

For Registered Supplier in EPS:

1. Supplier visits EPS home page

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2. Supplier Login in with their user id and password
3. Search the RFQ ID and views it.
4. Attaches themselves to the RFQ by clicking the “I/We wish to participate”.
5. Supplier fills the bid template and makes necessary attachments
6. Supplier submits their bid by clicking Sign, Encryption & Save button.

In any problem is faced by supplier while login/registration in EPS (<https://bhel.abcprocure.com>) and any other assistance, please contact the support team of M/s e Procurement Technologies limited, Ahmedabad as per details mentioned in table below: -

Name	Contact Nos.	e-mail ID	Role	Location
Mukunthan	+91 635321500	Trichy.bhel@eptl.in	Support Executive	Trichy
Swapnil Hamilton	+91 794027054	swapnil.h@eptl.in	Support Executive	HO – Ahmedabad
Hardik Oza	+91 794027056	Hardik.oza@eptl.in	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 794027059	ankur.bhatt@eptl.in	Support Executive	HO – Ahmedabad
Prashant Rajyaguru	+91 794027054	prashant@eptl.in	Asst. Manager – Implementation Support	HO – Ahmedabad
Dharam Rath	+91 794027059	dharam@eptl.in	Manager – Implementation Support	HO – Ahmedabad
Pradip Parmar	+91 794027053	pradip@eptl.in	Sr Mgr – Implementation & Support	HO – Ahmedabad
Devang Patel	+91 794027057	devang@eptl.in	Sr Manager – Implementation Support	HO – Ahmedabad

9. ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

10. Integrity Pact:

(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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

Name	Sh. D.R.S Chaudhary, IAS (Retd.)
Address	E-1/164 Arera Colony, Bhopal 462016
Email	dilip.chaudhary@icloud.com

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Name Mrs. Pravin Tripathi, IA & AS (Retd.)
Address IB, Neb Sarai, Sainik Farms, New Delhi – 110 068
Email pravin.tripathi@gmail.com

(b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

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.

For all clarifications/ issues related to the tender, please contact:

Name: 1) Lakhwinder Singh/Sr. Engineer/MM 2) Rakesh Kumar/SDGM/MM

Dept.: Material Management

Address: 433, industrial complex, IVP Goindwal Dist. Tarn taran Punjab 143422

Phone: (Landline/ Mobile) (1) 01859-224685

(2) 01859-224615

Email: (1) lakhwinder@bhel.in

(2) kumarrakesh@bhel.in

Fax: 01859-222061

11. AVAILING INPUT TAX CREDIT (ITC) BY BHEL:

1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
3. If GST credit is delayed/denied to BHEL due to non/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 shall be recoverable from vendor along with interest levied/leviable on BHEL.

Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

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12. LIABILITY UNDER REVERSE CHARGE (RCM):

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

13. INSPECTION:

- a) All required tests as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.
- b) Third party inspection charges will be borne by BHEL. Moreover, all required infrastructure (testing, tools and gauges etc) have to be arranged by supplier.
- c) **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.**
- d) Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
- e) Latest applicable revisions of standards/procedures to be referred. International/National standards are to be arranged by vendor.
- f) Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
- g) Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.
- h) BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

14. GUARANTEE/WARRANTEE:

Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from date of receipt, against manufacturing defects, whichever is earlier. In case of non-acceptance of this term bid will be rejected.

15. PENALTY FOR LATE DELIVERY:

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %.

If any vendor does not accept LD $\frac{1}{2}\%$ of the supply for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% LD shall not be loaded on account of LD. However, bidders who offer any other % LD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %. e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3).

BHEL reserves the right to receive or not receive the material after the due date of PO.

Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

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16. RISK PURCHASE:

BHEL shall be entitled to terminate the contract/pending POs at any stage and to purchase elsewhere at the risk and cost of the vendor, either the whole of the goods or any part thereof which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase.

17. DISPUTES:

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

18. JURISDICTION:

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

19. LOI (Letter of Intent):

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

20. WORDS AND FIGURES:

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) Bids should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.
- f) All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

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21. BANNED FIRMS:

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

22. FRAUD PREVENTION POLICY:

The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

23. REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

24. SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

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1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

25. PREFERENCE TO MAKE IN INDIA:

For the procurement, Public Procurement (Preference to make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT before finalisation 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.

26. PREFERENCES FOR MSE's:

Preferences as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & “Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018”, shall be given to Micro and Small enterprises.

Main points which are mentioned in the above orders are as follows:

- 25% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 25% of the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. Failure to participate by any MSE owned by SC/ST's; this 6.25% quantity shall be procured from other MSEs.

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- 3% from within the 25% quantity offered to the MSE's shall be reserved for women owned MSE's. Failure to participate by any MSE owned by women; this 3% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

“MSE suppliers can avail the intended benefits only if they submit along with the offer UAM (Udyog Aadhaar Memorandum), attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer”.

27. OTHER CONDITIONS:

1. Conditional offers are likely to be rejected.
2. The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.
3. 3. Disclaimer Clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s. e-Procurement Technologies limited.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
4. In case of any quality rejection of materials, the supplier has to collect the materials at his own cost within the 20 days of rejection of advice. Otherwise the materials will be scrapped.
5. Unloading at BHEL Project sites has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.
6. Bidders not confirming to the enquiry specifications will be disqualified.
7. If Guarantee / Warranty period is applicable as per tender specification, no deviation permitted and deviated offers are liable for rejection.
8. The Tender Due date falling on public holiday due to any circumstances, the tender will be opened on next working day.

ANNEXURE - A (Pre-Qualification Criteria)

ENQUIRY NO. 1920-025E Dt.23.05.2019 Due date:03.06.2019

Material: HSFG BOLTS, NUTS and Washers

Sl.No	PRE QUALIFICATION CRITERIA	OPTIONS	VENDOR'S RESPONSE (Explicit response is mandatory). All columns have to be mandatorily filled.
01	Supplier shall be manufacturer of HSFG Bolts, Nuts and washers (Minimum Grade 8.8 & above). Offers from Traders/Dealers/Stockists/agents will summarily be rejected. (Submission of Certificate of Registration for proof as a manufacturer is mandatory.)	ACCEPTED / NOT ACCEPTED	
02	Bidder has to submit one or more purchase order/s of Similar HSFG Bolts & Nuts and Washers (Minimum Grade 8.8 & above) from any customer along with tax invoice with minimum cumulative value of Rs. 1,00,00,000.00 (1 crore) as proof. PO date should be 01.05.2016 or afterwards"	ENCLOSED / NOT ENCLOSED	
03	Suppliers shall submit Audited copies of annual reports (Balance Sheets), Profit & Loss statement for last three years (or from date of incorporation whichever is less). Minimum average annual turnover for last 3 years should be Rs. 2 crores/year.	ENCLOSED / NOT ENCLOSED	
04	Offers from Manufacturers with a production capacity of minimum 150 MT per month for HSFG Bolts & Nuts (Minimum Grade 8.8 & above) will only be acceptable. Bidder should have minimum separable capacity of 50 MT/month of Similar HSFG Bolts & Nuts (Minimum Grade 8.8 & above) to BHEL GOINDWAL .	Undertaking / supporting documents ENCLOSED / NOT ENCLOSED	
05	The MSE supporting documents	ENCLOSED / NOT ENCLOSED	

BHEL may carry out evaluation of bidder's capability. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be dis-qualified.

NOTE: - Only Offers meeting the above prequalification criteria points will be evaluated further. Otherwise it will summarily be rejected. For start-up bidders, the above condition Sr. no. 2& 3 is not applicable. The condition for start-up India is as per govt. guidelines.

Declaration: -

All the information given above are true to the best of our knowledge and belief.

SIGN AND SEAL OF AUTHORIZED PERSON

ANNEXURE - B**HSFG FASTENERS Capacity (MT) Vs Deliverable Capacity in MT Exclusively to BHEL, GOINDWAL****ENQUIRY NO. 1920-025E Dt.23.05.2019 Due date: 03.06.2019**

Item Categories (Need to be filled to be filled Mandatorily)- HSFG Fasteners (8.8 Grade)	Production capacity	Deliverable Capacity Exclusively to BHEL Goindwal per Month from july 2019 to February 2019
Sizes	Weight (MT)/Month	Weight (MT)/Month
M24 Bolt and Nuts as Assembly		
Washer M24		
BHEL reserve the right to visit vendor's work for verification		
Signature of the Authorised Person with Seal		
Date :		

Annexure-D List of items/Site detail/Delivery schedule

ENQUIRY NO. 1920-025E Dt.23.05.2019 Due date:03.06.2019

Material: HSFG BOLTS, NUTS and Washers

Site - Bhusawal Applicable TDC: 5:211 latest				
Delivery- Within 2 months from date of purchase order				
Destination address:- MSPGCL BHUSAWAL UNIT 6 - 1 x 660 MW , BHUSAWAL THERMAL POWER STATION PROJECT , Dist. Jalgaon (MS)-425307 , Maharashtra				
Sl.no.	MATL CODE	New Description	Qty	weight in MT
1	412402407000	M24x70 HSFG BOLTS & NUTS Grade 8.8	3900	2.07
2	412402408000	M24x80 HSFG BOLTS & NUTS Grade 8.8	900	0.51
3	412402409000	M24x90 HSFG BOLTS & NUTS Grade 8.8	53500	32.21
4	412402410000	M24x100 HSFG BOLTS & NUTS Grade 8.8	17500	11.38
5	412402411000	M24x110 HSFG BOLTS & NUTS Grade 8.8	20200	14.08
6	412402412000	M24x120 HSFG BOLTS & NUTS Grade 8.8	35700	25.31
7	412402413000	M24x130 HSFG BOLTS & NUTS Grade 8.8	20300	15.59
8	412402415000	M24x150 HSFG BOLTS & NUTS Grade 8.8	26300	21.70
9	412402417000	M24x170 HSFG BOLTS & NUTS Grade 8.8	3100	2.89
10	414180002400	M24 WASHER Grade 8.8	300000	12.90
Total				138.63

Annexure-D List of items/Site detail/Delivery schedule

ENQUIRY NO. 1920-025E Dt.23.05.2019 Due date:03.06.2019

Material: HSFG BOLTS, NUTS and Washers

Site -Patratru Applicable TDC: 5:211 latest				
Delivery For Patratru unit-2 - Supply from October 2019 to January 2020, however BHEL will intimate exact delivery schedule one-month advance.				
Destination address:- Patratu Vidyut Utpadan Nigam Ltd, (PVUNL) Phase I 3x800 MW Project PO. PATRATU TPS, Distt- Ramgarh-829119, Jharkhand				
Sl.no.	MATL CODE	New Description	Qty for Patratru Unit-2 Site	weight in MT
1	412402407000	M24x70 HSFG BOLTS & NUTS Grade 8.8	126900	67.38
2	412402409000	M24x90 HSFG BOLTS & NUTS Grade 8.8	91000	54.78
3	412402411000	M24x110 HSFG BOLTS & NUTS Grade 8.8	104300	72.70
4	412402413000	M24x130 HSFG BOLTS & NUTS Grade 8.8	41100	31.56
5	412402415000	M24x150 HSFG BOLTS & NUTS Grade 8.8	16500	13.61
6	412402417000	M24x170 HSFG BOLTS & NUTS Grade 8.8	7200	6.70
7	412413010000	M30x100 HSFG BOLTS & NUTS Grade 10.9	3000	3.77
8	412413011000	M30x110 HSFG BOLTS & NUTS Grade 10.9	3200	4.20
9	412413012000	M30x120 HSFG BOLTS & NUTS Grade 10.9	3400	4.65
10	412413013000	M30x130 HSFG BOLTS & NUTS Grade 10.9	5400	7.67
11	412413014000	M30x140 HSFG BOLTS & NUTS Grade 10.9	1100	1.63
12	412413015000	M30x150 HSFG BOLTS & NUTS Grade 10.9	2400	3.69
13	412413017000	M30x170 HSFG BOLTS & NUTS Grade 10.9	2500	4.13
14	414180002400	M24 WASHER Grade 8.8	535000	23.01
15	414190003000	M30 WASHER Grade 10.9	25400	2.26
Total				301.75

Revision record:

Rev 00: 18/10/2011 Fresh Issue released and Test Sampling Plan Rev 00

Rev 01: 19/04/2012 Cl 2: Requirement if the Carbon content is below 0.6% - Added for Bolts; Mn for Nuts: limited to 0.25 min instead of 0.25 max. Cl 5: Hardness of Bolt & Nut: Acceptance values changed. Cl 7: Preservation and Packing added and Test Sampling Plan Rev 01

Rev 02: 28/10/2014 Property class Bolt 10.9 and Nut 10 and its requirements added (for Neyveli 2x500MW Tower boiler) in all clauses and Test Sampling Plan Rev 02

1. SCOPE:

This technical delivery condition covers the requirements for the High strength structural steel bolts, Nuts and Washers applicable for boiler structures and shall be procured from the BHEL approved manufacturers only. The mandatory requirements, test methods and procedures from the applicable IS standards to confirm a product to its relevant latest IS standard shall be met with. TDC is in addition to specification.

Size, Specification and Qty: As per the BHEL Purchase order (PO) / BHEL Drawing. The bolts, nuts and washers shall be supplied in the dull black heat treated condition with residual coating of light oil.

For Bolts: IS: 3757 (Latest) Property class: 8.8 or 10.9. Product Grade C of IS Specification IS: 1367 Part 2 (Latest).

For Nuts: IS: 6623 (Latest) Property class: 8 or 10, Product Grade B

For Washers: IS: 6649 (Latest) Material: 45C8, Type-A: Plain hole Circular Washers. Grade: Ordinary

2. RAW MATERIAL:

- Bolts and Nuts: Rolled/Forged bar of Carbon steel. Washer: as per IS 1571 Part 2 (Latest)
- Chemical composition:** Shall be checked on receipt of raw material at supplier works for every heat
Bolts: Plain Carbon Steel, Carbon steel with additives (eg Br, Mn or Cr) – As per Table 2 of IS: 1367 Part 3 (Latest)
Nuts: As per Table 4 of IS 1367 Part 6 (Latest)
Washers: As per IS 1570 Part 2 and Sulphur, Phosphorous <0.06% in check analysis

3. DIMENSIONS AND TOLERANCES:

- Process: Cold/Hot Forging with Dies and tools clean of loose scale and sheet particles.
- Threads on the bolts shall be checked with a properly calibrated ring gauge with a tolerance class 6g. Threads on the nuts shall be checked with a properly calibrated plug gauge with tolerance class 6H (in an NABL accredited LAB).
- Dimensions of the Bolts shall be as per the table given in IS 3757 (Latest)
- Dimensions of the Nuts shall be as per the table given in IS: 6623 (Latest)
- Dimensions of the Washers shall be as per the table given in IS 6649 (Latest)

Note: The washers shall be flat with a maximum deviation not exceeding 0.25 mm from the straight edge laid along a line passing through the center of the hole. The hole of the washer shall be concentric with the outside dimensions within 0.50 mm. washers are required to be clipped to provide clearance, the clipped edge shall not be closer to the center of the washer than 0.9 of the bolt diameter.

4. Post Forming Heat Treatment (HT):

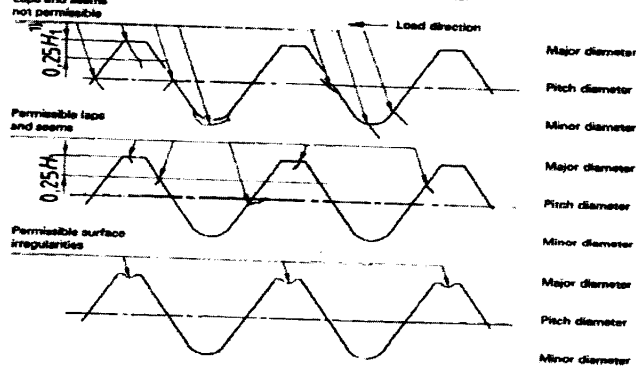
- Bolt: After forming shall be quenched (HT at AC 3 temperature, with soaking time 30minutes per inch followed by quenching) and tempered (at 425°C min, 60 minutes per inch). There should be a sufficient hardenability to ensure a structure consisting of approximately 90 % martensitic in the core of the threaded sections for the fasteners in the as-hardened condition before tempering.
- Nut: Shall be hardened and then tempered (at a temperature of 425°C minimum).
- Washer: Shall be hardened and tempered. Carburized washers are not permitted.

5. CHEMICAL & MECHANICAL & NDE: (on Heat Treated finished product)

Sample Size for Mechanical test: & NDE: As per Sampling Plan

BOLT :

Sl	Test	Test Method - As per Table 3 of IS: 1367 Part 3 (Latest)	Acceptance
1	Chemistry	Spectro / Wet Analysis Method – One sample for every heat Of raw material and One sample/HT batch on product	As per Cl 2.0 of this TDC
2	Hardness Test	Note: Surface hardness shall not be more than 30 Vickers above the measured core Hardness on the product when readings of both surface and core are carried out at HV 0.30. For property class 10.9, any increase in hardness at the surface which indicates that the surface hardness exceeds 390 HV is not acceptable.	8.8 – Min 255 HV Max 335 HV 10.9 – Min 320HV, Max 380HV
3	Minimum Tensile Strength, %Elongation on 5.65√A, % Reduction in Area after fracture	*if wedge load test is satisfactory the axial tensile test is not required	8.8 – 830N/mm ² , 12 min, 52% min 10.9 – 1040 N/mm ² , 9 min, 48% min
4	Proof Load Test	8.8 – Proof Load of M16(91KN), M20 (147KN), M24 (212KN), M30 (337KN), M36 (490KN); 10.9 – Proof Load of M16(130KN), M20 (203KN), M24 (293KN), M30 (466KN), M36 (678KN) shall be applied axially to the bolt in a calibrated tensile testing machine for 15sec.	Length of the bolt after loading shall be the same as before loading within a tolerance of ± 12.5 µm allowed for measurement error.
5	Strength under Wedge load test	IS: 1367 Part 3 (Latest)	8.8 – < 830N/mm ² 10.9 – < 1040 N/mm ²
6	Decarburization Test at 200X min magnification	Determination of the following by MICROSCOPIC Method a)Minimum Height of non decarburized thread zone – E b)Maximum depth of complete decarburization – G	E = 2/3 H1 G = 0.015 mm
7	Hardness after Retempering	IS: 1367 Part 3 (Latest) # test not mandatory, to be applied in case of dispute only	Reduction of hardness 20 HV max.
8	NDE for Surface Integrity	before machining – For bar Diameter ≥ 40 mm: UT as per ASTM A388. For bar Diameter < 40 mm: MPI as per ASTM E 709 After machining – MPI as per ASTM E 709 or as per ISO 6157 Part 3 (Latest)	UT – ASME SEC-VIII. Div-II Part: 3.3.4 (Latest). MPI – Linear indications like cracks, folds & other injurious defects are not acceptable.

9	Micro Examination for Surface Integrity – Laps at threaded region. If any defectives found in visual and NDE examinations, the extent of defect can be determined by micro examination. 	Max depth of laps in thread = 0.41 mm Laps of any depth or length are not permitted in the following places: - at the root of the thread - at the loaded flank of screw thread below the pitch diameter, even if they start beyond the pitch diameter. The following laps are permissible: - laps in the crest of the threads of 0.25 H1 max; - crest of the threads not entirely rolled out, maximum half a turn on one thread; - laps below the pitch diameter, if they run on the non-loaded flank towards the major diameter and not deeper than 0.25 H1 and not longer than half a turn on one thread.
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NUT: (on Heat Treated finished product)

Sl	Test	Test Method	Acceptance Value
1.	Chemistry	Spectro / Wet Analysis Method – For every heat Of raw material and, One sample/HT batch on product	As per CI 2.0 of this TDC
2.	Hardness Test	Hardness of the test mandrel shall be minimum 45 HRC.	8S – Min 188 HV Max 372 HV 10S – Min 272 HV Max 372 HV
3.	Proof Load Test	Proof Load of 8S – M16(168.9KN), M20 (263.4KN), M24 (379.5KN), M30 (603.1KN), M36 (878.3KN) 10S – M16(195.5KN), M20 (305KN), M24 (439.5KN), M30 (698.4KN), M36 (1017.2KN) shall be applied axially to the nut in a tensile testing machine for 15sec.	The nut shall resist the load without failure by stripping or rupture, and shall be removable by the fingers after the load is released.
4.	NDE for Surface Integrity	Before coating, as per IS 1367 Part 10 Cl 4.2 (Latest)	Linear indications like cracks, folds & Other injurious defects are not acceptable.

WASHER: As per IS 5369. The washers shall be free from cracks, burrs, pits and other defects. All sharp edges shall be removed. **(on Heat Treated finished product)**

Sl	Test	Test Method	Acceptance Value
1.	Chemistry	Spectro / Wet Analysis Method – For every heat Of raw material and One sample/HT batch on product.	As per CI 2.0 of this TDC
2.	Hardness Test	IS 1586 (latest)	Min 35 HRC Max 45 HRC

6. MARKING, PRESERVATION AND PACKING:

The following to be hot stamped or embossed on the top surface of the bolt and nut:

Bolt – Manufacturer's Identification Symbol and 8.8S/10.9S

Nut – Manufacturer's Identification Symbol and 8S/ 10S

Washers – Shall be identified by – the provision of 2 nibs and manufacturers identification symbol being placed as near to the outer edge as possible.

The following details shall be clearly indicated in the tags tied to the bundle:

1) Customer Name 2) Manufacturer's Name 3) Vendor Code 4) Purchase Order No and Supplier internal W.O No 5) Quantum and Weight

6) BHEL Material Code 7) Item Description with diameter, length

Shall be packed in bituminous coated Polythene lined Hessian Cloth/Bag. Each bag shall contain only the same size of bolts/ nuts/ washers respectively and the same shall be indicated in the tags.

7. INSPECTION AND CERTIFICATION:

All the finished components shall be visually and dimensionally inspected as per sampling plan. All the test results shall be documented and maintained. Products to be inspected at works & test certificates (in English) shall be submitted with the following details counter signed by BHEL/BHEL Authorized Inspection agency as indicated in the PO. Manufacturers Test certificate (MTC) shall contain the following:

- Purchase Order No. (BHEL), TDC No, Specification and Grade.
- Name of raw material bar supplier.
- Forming process
- Dimensional reports for each product.
- Chemistry including incidental elements on the raw material and final product checked in NABL lab/ suppliers own lab.
- HT details of materials temperature, soaking time, ROH/ROC medium etc.
- All Mechanical test result report including hardness.
- MPI, Micro examination and decarburization test report with the reference & acceptance standard.
- TC of raw material, UT/MPI report done on raw material shall accompany the MTC.

8. AUDITS AT BHEL:

BHEL reserve the right to reject any item found to be not meeting the requirements during tests at supplier works or during subsequent processing at BHEL.

Haritha.C QA	Venkanna Rupani QA	Kalyanaraman.V QA	Viswanathan.D Engineering	Sekar.S QC	Balachandran.K.S MM	Revisankaran.U QA
Prepared By			Reviewed By			Approved By

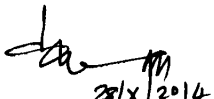
BHEL: TRICHY – 14

TEST SAMPLING PLAN FOR HSFG BOLTS, NUTS & WASHERS AS PER BHEL TDC: 5:211 Rev 02

Lot Size (In nos.)	SAMPLE SIZE										Remarks
	Visual (nos.)	Dimensional (nos.)	MPI (nos.)	Physical Tests							
				Total nos.	Hardness (nos.)	Hardness after Re-tempering (nos.)	Proof Load (nos.)	Wedge Load (nos.)	Min Tensile Strength (nos.)	Decarb (nos.)	
Upto 100	20	8	15	5	5	5	2	2	2	1	
101 to 300	32	13	15	5	5	5	2	2	2	1	
301 to 500	50	20	15	5	5	5	2	2	2	1	
501 to 1000	80	32	15	5	5	5	2	2	2	1	
1001 to 3000	125	50	25	8	8	8	2	4	2	1	Upto 1500 nos. 15 nos. for MPI
3001 to 10000	200	80	50	13	13	13	2	6	2	1	Upto 5000 nos. 25 nos. for MPI
10001 to 35000	315	125	75	20	20	20	4	10	4	2	Upto 15000 nos. 50 nos. for MPI
Above 35000	500	200	100	32	32	32	6	15	6	3	Upto 50000 nos. 75 nos. for MPI
Inspection by BHEL/BHEL AIA	W	W	W		W	W	W	W	W	W	

Remarks:

- Acceptance Number is zero. If the sample is having deviations in Visual, Dimensional and MPI then the entire lot shall be 100% inspected. In case of deviations in Physical tests a second sample of twice the sample size of initial sample shall be taken. The lot will get rejected if the second sample fails.
- Preservation & Packing: The bolts shall be supplied in the dull black heat treated condition with a residual coating of light oil. Finished products shall be packed in a bituminous coated Polythene lined Hessian cloth/bag. Each bag shall contain only the same size of bolts/nuts/washers respectively and the same shall be indicated in the tags.
- Inspection by BHEL / BHEL AIA shown as "W" shall be witnessed for the sample size indicated against the lot size.

				
Haritha.C QA	Venkanna Rupani QA	Kalyanaraman.V QA	Sekar.S QC	Revisankaran.U QA
Prepared By		Reviewed By		Approved By

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

लखविंदर सिंह / LAKHWINDER SINGH
वरिष्ठ अभियंता (एम एम) / Sr. Engineer (MM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(Office Seal) Heavy Electricals Limited
A Govt. of India Undertaking
इंडस्ट्रियल वाल्व्स प्लांट / Industrial Valves Plant
गोइंदवाल साहिब (तारन तारन) / Goindwal Sahib (Tarn Taran)

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place-----

Date-----

Witness: Rakesh Kumar

(Name & Address) SDGM/MMS store
BHEL IV P GOINDWAL

Witness: _____

(Name & Address) _____