Enquiry No. : : 4400603E dated 31.10.2020

BIDDERS SHALL CAREFULLY READ THE FOLLOWING ANNEXURE / NOTES (TENDER DOCUMENTS) AND SHALL OUOTE THEIR BEST COMPETITIVE PRICE.

01.Annexure-A for Standard terms & Conditions

02.Annexure-B for Commercial terms & Conditions which are to be filled in and submitted along with Techno-Commercial bid.

03.Annexure-C for thickness wise requirement.

04.Annexure-D for Projectwise requirement

05.Annexure-E for Unpriced Schedule

06.The statewise freight rates shall be indicated in Page 02 of 02 of Annexure-E for project wise quantity requirement.

07.Standard Technical Specification **TEP:BAP:AL:SHEET** Rev 00 dated 08.05.2018 & Quality plan Ref : SQP:ESP:292 Rev 02 dt 11.05.2020 for Enquiry SI No : 01 as indicated in Annexure C

08.Quality Assurance plan : BHE/RU/QC/QAP/AL_RM dt 30.09.2015 for Enquiry SI No : 02 to 06 as indicated in Annexure C

09.Electronic Fund Transfer Format (EFT) for payment processing

10Contract Execution Bank Guarantee format (CEBG) and list of bankers for new vendors as per clause J of Annexure-A

11.Integrity pact. (To be filled and submitted along with Techno-Commercial bid)

12.Tender shall be submitted in two parts as referred in Annexure-A.

13.Reverse auction is excluded in this tender.

14.Any revised offer(s) sent by vendors on their own, after the tender opening, will be treated as "unsolicited offer". Such offers will not be considered.

15.All tender documents to be duly signed, stamped and submitted along with techno commercial offer as a token of acceptance.

16.Bidder eligibility format and Make in India local content declaration format has to be filled and submitted along with Technical bid.

17. Reference Rate of NALCO Ingot Price ( IE07 and IC20)

Important note :

A) Pre Qualifying criteria

a) The Tenderer should be a Manufacturer of tendered material.

b) I )Experience and Past performance on similar contracts for last 2 years

2)Capablities with respect to personnel, equipment and manufacturing facilities

3)Financial standing through latest I.T.C.C, Annual report( Balance sheet and profit & loss account) of last 3 years

B. Tenders should be sent in duplicate in a sealed cover. Inner cover sealed with tenderer's distinctive seal and superscribed with correct tender no., item of supply, due date of opening and validity of the offer addressed by designation to Manager / Purchase, Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet, Vellore District-632406 , Tamilnadu, India (Please refer Annexure —A for further details)

Suppliers are requested to carefully read the following conditions and give their specific confirmation of acceptance in toto.

1) BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.

2) Time is the essence of contract
3) In the event of delay on the contracted delivery, liquidated damages (LD) will be levied. LD will be levied at the rate of 0.5 % per week or part thereof on the contract value. The LD ceiling will be 10 ⁰/0. LD will be a mandatory condition in the purchase order. If no specific confirmation or comments are included in the initial offer by the tenderer, in the event of placement of order, the order will be released with the standard LD condition given above. The condition will be included in the order without any further reference to the offer and no changes will be permissible, post order release In case any bidder is not accepting the above penalty for delayed Supply to maximum of 10%, the offer of that bidder shall be loaded to the extent to which it is not agreed by the bidder

   Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded by BHEL over the supplier quoted price for evaluating lowest bidder.

c. MSME status .

As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L] +15% shall be allowed to supply a portion of the requirement up to 20% of the tender value subject to condition that such enterprises bring down their price to Ll price where Ll price is from other than a micro and small enterprise. if Ll offer is from a micro / small enterprise, this provision wili not be applicable.in case more than one micro and small enterprise is there within this span, the supply quantity (20%) shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity)

Note: Special provision for micro and small enterprises owned by SC or ST: -

Sub target out of 20% (i.e. 4% out of 20%) would be earmarked for procurement from micro and small enterprises owned by the scheduled caste or scheduled tribe entrepreneurs provided that in event of failure of such micro and small enterprises to participate in the tender process or meet the tender requirements and the Ll price, the 4% subtarget for procurement ear-marked MSE owned by scheduled caste or scheduled tribe entrepreneurs shall be met from other MSE enterprises/s. The MSE concession is subject to condition that latest valid certificate for MSE and ownership is submitted along with the offer duly certified by a practicing charted accountant that the investment in the plant from which the supply would be made is on MSE. Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise. This provision for MSE will apply subject to the condition that the participating MSE meets the other tender requirements.

D. GST

Please indicate your GST Registration No. and I-ISN Code for each item, dispatching place and state, while submitting your offer.

E. E - payment

BHEL is making payments through e-mode. Suppliers, who have not availed themselves of this facility, can e-mail to Purchase Executives to obtain necessary formats.

**ANNEXURE – A to Enquiry No. : 4400603E dated 31.10.2020**

**OPEN TENDER**

**FOR RATE CONTRACT SUPPLY OF ALUMINIUM SHEETS (IN COIL FORM) & PLATES**

**(FOR GUIDANCE TO THE SUPPLIERS)**

**STANDARD TERMS & CONDITIONS**

**(FOR GUIDANCE TO THE SUPPLIERS)**

**A] Submission of Offer**

Sealed tenders are invited as per specification given in the tender documents. Offer shall be submitted super-scribed with Tender Number, Due Date, Item Name & Supplier's Name and Validity of the Offer shall be addressed to Additional General Manager / Purchase (ESP), Bharat Heavy Electricals Limited, Ranipet – 632 406, Tamilnadu, INDIA and sent so as to reach him on or before the date and time specified in the tender. It shall contain two sealed covers in one envelope.

**Sealed envelope super-scribed, with Tender Number, Item Name, Tender Due Date & Supplier's Name, Validity of the offer/s containing:**

Cover I: Techno-Commercial and Unpriced Bid

*Sealed Cover super-scribed "Cover I – Techno-Commercial and Unpriced Bid" containing:*

a) ***Complete technical Offer*** with details, catalogues, as applicable.

b) ***Un-priced bid*** (i.e. Bid without the Price)

c) ***Filled-in BHEL's Standard Terms & Conditions*** for Procurement of Aluminium sheets in Coil form/ Plates enclosed with the Tender Document. (Annexure – B for Indigenous Suppliers )

d) ***All relevant enclosures*** of above documents / formats, if any.

e) ***Deviation summary*** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and

g) ***Supporting documents*** to substantiate equivalent material specifications / sections, where quoted for.

h) ***Client list*** with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar items are supplied in the past two years. The date of supply may also be indicated, against each client.

***i) Bidders who are not already registered with BHEL Ranipet*** are requested to submit the Supplier Registration Form (SRF) online (http://supplier.bhel.in/) for evaluating and registering as an approved vendor. The Supplier Development Cell (SDC) of BHEL, Ranipet would process the SRF for evaluation / registering the Supplier. Don't send hardcopies of SRF to BHEL-Ranipet, **only** online submission is accepted. This registration process is a separate / parallel activity and do not mix-up with submission offers.

j) ***Authorization Letter:*** Such of those tenderers who wish to participate in the Tender Opening, should attach an authorization letter which shall be duly signed and stamped in original, identifying the representative to be deputed for tender opening.

***Note***

(i) This tender is issued for procurement of Aluminium Sheet and Plates required by various units of BHEL.

(ii) As and when requirement arises, the concerned unit of BHEL will place order directly on the supplier against the rate contract.

(iii) The materials offered, shall conform to the specification and scope attached in the tender.

(iv) In case the offered materials are not conforming to the Enquiry material Specification or such that the offered materials do not match the enquiry, such offers would not be considered for evaluation and would be rejected. Where equivalent specifications are offered considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.

(V) All taxes and duties payable as extra to the quoted price should be specifically stated in offers. Offer from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. All taxes and duties payable as extra to the quoted price should be specifically stated in offers. Offer from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. The present Rate Contract Enquiry is for supply of Aluminium sheets / plates (valid for period of One year if required the contract may extend upto maximum of 3 months) to various units of BHEL (Viz. Trichy, Ranipet, Piping Centre Chennai, Visakhapatnam, Rudrapur, and PEM New Delhi) and to their project Sites at various locations spread across various locations of India and abroad.

Vi) The un-priced bid is to be used to indicate relevant commercial implications without indicating price.

(vii) Commercial terms are to be indicated clearly in the offer. (As per Annexure B for Indigenous suppliers )

(viii) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.

**(ix) Money values shall not be indicated anywhere in the un-priced bid.**

(x) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days

(xi) It is advised that all the pages and annexure to the Techno-Commercial bid should be serially numbered, including indicating the total number of pages.

**Sealed envelope super-scribed Cover – II (Price bid), with Tender Number, Item Name, Tender Due Date & Name of the Supplier and Validity, containing:**

Sealed Cover super scribed "Cover II –Price Bid" containing:

***Price Bid*** (i.e. Un-priced bid but with Price duly filled-in) in conformance with the commercial terms as per Cover-I. The Prices shall be indicated in both figures and words, clearly specifying the currency used. Differential foreign currencies may not be used in a given offer.

Wherever there is a discrepancy between the figures and the words, the value as indicated by words shall be taken as the "Price" by the Purchaser. Similarly if there is a discrepancy between the Unit Price and the Value on account of arithmetical error in the computation of the Value (Price x Quantity), only the Unit Price would be taken by the Purchaser for consideration. No corrections would be permitted after the submission of the bids. Error statements should be completely struck out and fresh values given in the offer, which should be signed and attested by the tender submitting authority. Offers without the above may become liable for rejection.

***Note***

(i) The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight, insurance charges may be shown appropriately, as applicable).

(ii) Price Variation shall be allowed inline with the price variation clause mentioned elsewhere in the tender.

(iii) No advance payment will be made by BHEL.

(iv) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Cover I) shall hold good and the commercial term quoted in the Price Bid (Cover II) shall not be considered.

(v) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.

(vi) The offer should be valid at least for a period of 90 days from the Price bid opening date.

(vii) Offers should be submitted in two sets, one original and one copy.

(viii) The offers should invariably contain Signature (ink-signed) & Office Stamp of the Supplier. Any corrections in the offers should be signed and stamped.

(ix) **Indian bidders should submit the prices in Indian Rupees only.**

(xi) **Indian Suppliers shall quote on FOR Destination basis only.** Freight charges shall be given separately by indigenous sources only in lump-sum per MT basis state wise as per Annexure-E. In case of multi location suppliers, freight rate state wise may be given for each location if the supplier wants BHEL to consider dispatches from these locations to enable BHEL to calculate the FOR destination prices. . No other delivery terms shall be acceptable.

**B] Opening of Offers**

a) **Tenders shall be received up to 14.00 Hours on the specified date as per the tender notification and be opened on the same day at 14.30 Hours. Tenders received after 14.00 Hours would not be opened. The times indicated are Indian Standard Time (IST). Tenders received after 14.00 Hrs would be designated as "Late Offer" and would be returned back to the Bidder unopened.**

b) Supplier shall submit two covers (Cover-I techno-commercial bid & Cover-II price bid) in one envelope.

c) Such of those Tenderers who wish so, may participate in the Tender Opening by deputing their representatives. The representatives would be allowed to participate in the Tender opening only on submission of a signed and stamped authorization letter issued by the Supplier. Representatives without the Authorization Letter would not be allowed to participate in the Tender Opening. Representatives who turn up after the Tender opening time / start of the Tender opening would not be allowed to participate. After tender opening the details would not be given to such suppliers who choose to be absent at the time of Tender opening.

d) Details such as the Technical Specification, Delivery Terms, and Delivery Period and the Price details in the event of the sealed price bid opening, alone would be read out by the Tender Opening Officer. No other data will be read out. (The delivery period shall be given in terms of capacity in MT that can be supplied i.e X MT from Y weeks of receipt of firm order, with delivery rate at Z MT per month / Week)

e) In exceptional cases, at the discretion of BHEL, in the event of the named representative (named in the Tender Document) is unable to come due to unavoidable circumstances, then an alternative representative would be allowed, where the alternative representative should carry a revised original authorization certificate. Suppliers are advised to avoid such situations to avoid embarrassments on both sides and

f) If so required, BHEL reserves the right to open the Price-Bids, *'in-camera'*. Intimation to this effect would be given to the Supplier by BHEL, before the opening of the Price-Bids.

***Note***

(i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) In exceptional circumstances, at its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions.

(iii) Specifications are the basic essence of the "Item". and all deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point, and

(iv) The sealed price bid along with the impact price bids if any would be opened.

(V)BHEL reserves the right to increase or decrease the tendered quantity and would order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be in the ratio of 70:30. BHEL reserves the right to split the quantity of the enquiry. In case of split 70% qty will be ordered on the original lowest bidder (L1) and balance 30% on the next higher bidder excluding H1, who accepts the L1 price. However, final decision to split the order rest with BHEL only. In the event that the other than L1 suppliers do not accept the L1 price, then the balance 30% will be reverted back to the original L1 and the original L1 shall be bound to accept the balance 30% of the enquiry quantity kept reserved for order splitting.

(vi) The decision of the type of price bidding would be notified to all successful bidders before the Price Bidding stage.

(vii) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item. .

**C] Evaluation of Offers**

a) The price bids including the impact price ( if any) of the technically acceptable offers alone will be considered for the price bid opening.

b) All bidders shall submit their offers by filling-in the format of the BHEL tender documents. Offers received in any other format are liable to be rejected. Offers are asked in BHEL's format for purpose of standardisation - to help in the offer evaluation.

c) Offer with any pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation, such conditions would be removed and only the base offer would be considered for evaluation and comparison.

d) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.

e) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.

f) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation. Firms with whom business dealings are banned by BHEL are prohibited from participating in this tender. Any offer received from "banned" firm/s will be returned unopened.

g) The government guidelines for extending concessions as per the MSME Act 2006 shall be applicable to eligible indigenous suppliers.

i) BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and conditions with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and

In the case of indigenous offers, where intra state despatches are made, the applicable GST benefit will be used to arrive at the cost to BHEL. As per the directives issued by the Department of Commercial Taxes, since the purchaser will be penalised including visited with criminal proceedings, in the event of the seller defaulting on the remittance of the GST with the department, BHEL will retain the GST amount payable and shall release the same only after submission of the tax returns (online) submitted by the seller to the department, indicating the invoice numbers of the sale made to BHEL. If this condition is extended to the other States, the above shall apply 'mutatis – mutandis

j) As and when the requirement arises, BHEL will calculate the cost to BHEL in line with the agreed terms and conditions and orders will be issued on the lowest ranked supplier. In the case of multi location suppliers, while computing the cost to BHEL the most proximate plant location to BHEL destination will be considered for calculating the total cost and the same has to be accepted by the supplier.

**D] Execution of the Order**

a) BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s **but this does not absolve the Supplier from giving the materials complying to the specifications as agreed upon**.

b) In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. BHEL requires clear 20 days notice to arrange for inspection. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.

c) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected and the items as per specification shall be dispatched on or before the contract delivery date.

d) The final inspection for acceptance will, however, be carried out at BHEL specified destination.

**e) The contract delivery date is the date of receipt at BHEL Stores/ for suppliers in India, applicable in the case of FOR Destination Contracts.**

**For ex-works contracts or FOR dispatching station indigenous contracts, the date of the Lorry way bill issued by the authorised transport carriers of BHEL / Railway Receipt / Courier Way bill / Airway bill or**

**any such dispatch documents of carriage approved by BHEL would be considered as the Contract Delivery Date.**

f) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only.

g) The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. **(For first time Suppliers to BHEL in the event of order, the packing drawing / packing specification needs the approval of BHEL prior to manufacturing)**

i) In case of rejection/damage/short supply attributable to the supplier, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL's destination, including customs clearances at Indian Ports in the case of foreign suppliers.

j) Materials shall be dispatched only after getting the dispatch clearance of BHEL (Dispatch clearance would either be faxed / e-mailed as a scanned document / couriered.)

k) **Payment terms**:

k.1) For Indigenous Suppliers: Unless otherwise agreed to by BHEL, the standard payment terms of BHEL shall be: For non-MSE suppliers 100% payment made directly through EFT within 90 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 90 days from the date of acknowledgement of receipt of materials at destination specified. If any supplier asks for payment terms other than the above specified, then suitable loading on cost will be considered. **Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.**

k.2) For MSE vendors (under Micro & Small category alone) 100% payment will be made within 45 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 45 days from the date of acknowledgement of receipt of materials at destination specified.

l) NOTE:

Where the destination specified is other than BHEL Stores Ranipet, for claiming payment, Supplier has to submit proof of receipt of the materials at the destination by furnishing a copy of the acknowledged despatch document (LR/RR/Courier receipt etc.) .

If the Bidder is bidding for the first time and wants to be considered as an MSE then, the Bidder shall submit document evidencing that they are an MSE along with a certificate from a Chartered Accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or upload it as a part of the tender document in the e-procurement portal. Where the document is submitted electronically a hard copy shall invariably be sent within a reasonable period (not exceeding 30 days) from the bid opening date for the purpose of BHEL's records. If the hard copy is not received within this specified time, then the supplier would be treated as a non-MSE. BHEL will not be responsible for any postal / courier / delivery delays.

For approved vendors the status as on the date of the bid opening as available with BHEL Ranipet's records shall be used for reckoning the status of the Bidder as an MSE or otherwise.

Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise. Documents submitted after Bid-opening will not be considered in this tender. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

For approved suppliers, in case of any change in the MSE status, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, Ranipet that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. Similarly if a supplier claims MSE status after the Part I bid opening, then the same would not be considered in the tender.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

Other concessions for MSEs / Reserved sectors

In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006 and any other benefits / concessions that may be announced by the Government of India from time to time.. However, such concessions as applicable at the time of tender opening alone will be applicable. Any concessions advised after tender opening will not be considered for the current tender.

Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening shall apply as a part of this tender conditions.

m) Any incidence of tax like Income tax, Service Tax and Withholding any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source) would be given. This is subject to the supplier fulfilling the necessary documentation as specified by the Government of India. (e.g. Tax Residency Certificate, PAN Number etc.)

n) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at BHEL Stores."

***o) Where any bidder gives extended credit period over and above that offered by BHEL, then all other Non-MSE bidders would have to match the extended period of payment terms. This information would be given to such bidders after opening of the techno-commercial bids; but before opening the price bids. However bidders would not be allowed to change their price bid for purpose of confirming the extended credit period. In the event such bidder/s do not accept the extended credit period for payment, then their offer would be loaded to the extent of the differential between their offered payment terms and the revised payment terms offered by BHEL as explained above.***

p) The Purchase Order will be treated as executed only on delivery as per the delivery terms mutually agreed. The buyer will not be liable to receive and pay for any supply made after the delivery date unless the delivery date is extended by the purchaser.

q) The quantity indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL. The tentative destinations for the firmed up Orders on BHEL for which the above material needs to be supplied are also indicated separately in order to aid the supplier to work out the single freight rate for despatches to any BHEL specified destination. The indigenous suppliers shall give the freight charges on freight equalised to any destination basis.

r) The comparison of the offers to arrive at the lowest rank offer will be as follows:

i) Indigenous offer – FOR destination inclusive of all charges and freight charges but excluding of duties and taxes. Duties and taxes will be payable extra at actuals as prevailing on the date of scheduled delivery. however the freight rates for each state has to be furnished separately along with the offer. The evaluation will be done based on Lowest for each state. If the supplier has multiple manufacturing locations, the freight rates as applicable for each state from each of the manufacturing locations may be furnished if the supplier wants BHEL to consider dispatches from these locations as per Annexure E.

ii) Overseas offers – CFR Chennai price along with Transit insurance rate of BHEL upto Chennai port and the BHEL Ranipet contracted inland freight charges from the Chennai port to various known projects sites at various states of India.

**E] Liquidated Damages Clause:**

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of **10%.** The contract delivery date for purpose of L.D is the date of receipt at BHEL Stores for suppliers in India for F.O.R. Destination Contract and the date of dispatch clearance given by BHEL for overseas suppliers. For ex-works or F.O.R dispatching station contracts, the date of the dispatch document will be reckoned as the date of delivery for computing the LD. Supplier shall deduct the applicable LD from the first payment when raising the claim for the same. The applicable LD if any would be communicated by BHEL along with the dispatch clearance. It is taken by BHEL that Foreign Suppliers have confirmed their acceptance to BHEL for opening the LC for value which is the value of the order reduced by the applicable LD. The LD would apply on the undelivered portion only. In case of reasons attributable to BHEL for the delay in delivery (for e.g. delay in arranging the pre-inspection) then the delivery time would be reset to the extent of the time delay attributable to BHEL, with waiver of the LD. Delivery being the essence of BHEL's contract requirements, Unless otherwise specified the LD would apply on the undelivered portion of the contracted items. In the event that a **Supplier does not accept the LD condition above, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.**

**iv) Documents to be sent directly to the Purchaser prior to shipment**

a) Manufacturer's Original Internal Inspection / Test certificate in triplicate.

b) Manufacturer's Original Guarantee certificate as per Purchase Order. The material shall be guaranteed for a period of 12 months from the date of acceptance of the materials at BHEL's specified destination or 18 months from the date of dispatch whichever is earlier. The acceptance would be evidenced by the Stores Receipt Voucher (SRV) in case of BHEL stores / site acknowledgement in case of BHEL project sites which will be raised by BHEL. If any defect is noticed during the above period, such defective materials shall be replaced at free of cost on FOR destination basis, within a reasonable period (approximately 30 days).

c) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to dispatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorized by BHEL and

d) Any other documentation as specified in the Purchase Order.

**v) Conditions for transportation:**

a) All shipping documents shall show the Purchase Order Number & Date, Import Licence Number & Date, and Letter of Credit Number & Date.

b) Transhipment is to be avoided.

c) A transport document which is produced or appearing to have been produced by reprographic, automated or computerized systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed.

d) The transport document must contain all the conditions of carriage on the original document.

e) The transport document must not indicate the place of destination as being different from the port of discharge.

f) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.

g) The transport document must be issued by the carrier or his agent and not by any freight forwarder.

h) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable.

i) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Credit.

j) Material shall be dispatched through the agency nominated by BHEL. (Applicable for overseas suppliers only)

k) Indian suppliers shall dispatch the materials, freight prepaid, on door-delivery basis (FOR Destination – Destination will be specified by BHEL) and

l) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.

m) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck.

**H] Force Majeure**

If at any time during the currency of this contract, the performance in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

**I] Cancellation of Order:**

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier (Risk Purchase). This remedy would be in addition to any other legal remedies available with BHEL under the contract."

**J] Contract Execution Bank Guarantee:**

To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG). The format of the CEBG is a part of this enquiry. The format may be downloaded and necessary stamping may be obtained from the Banker towards submission of the CEBG. The indigenous suppliers have to provide the CEBG from any one of the Nationalized Banks, listed in the annexure to these terms. Overseas suppliers can submit the CEBG from any of the reputed International / National Bankers. However the CEBG is to be confirmed by any of the Bankers listed by us. In the event of failure by the Supplier to execute the contract either fully or partially, BHEL would encash the entire CEBG. The CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months on the last specified delivery date. In the event of the failure of delivery BHEL would proceed with encashing the CEBG without reference to the Supplier. In the event of BHEL granting extension of the delivery dates, then the CEBG validity shall also be got extended by the Supplier to the extent of the extended delivery times together with the claim period as specified elsewhere. **The CEBG shall be for a value of 2% of the Purchase order**.

**Suppliers who are all already registered with BHEL and having a vendor performance rating of A or A+ grade would be exempted from submission of CEBG.**

**K] Post-order submission of documents for approval**

In the event of the release of Letter of Intent (LoI) / Purchase order/s (PO) against this tender, Bidders have to submit the applicable documents as called for in the tender / LoI / PO/s, such as drawings, data sheets, design calculations (if any) etc. These documents for approval have to be submitted within the agreed timelines between BHEL and Bidder. Normally the time period for submission for approval is 15 days from the date of receipt of the LoI / PO by the supplier. The actual time period within which the documents have to be submitted for approval would be specified in the LoI / PO.

Such documents would be subjected to evaluation and approval by BHEL and / or by BHEL's customer / Consultant / Customer's Consultant. Bidders have to give their specific acceptance for this.

After approval of such documents and after getting clearance from BHEL, only the items ordered can be taken up for manufacture.

Any changes required by BHEL / Customer etc. in the documents submitted for approval shall be incorporated by the Bidder and no extra cost would be payable by BHEL for such changes.

In the event that the Bidder does not carry out the required corrections, then the LoI / PO would be liable for cancellation by BHEL and BHEL would resort to alternate purchase action at the risk and cost of the Bidder under the Risk Purchase Condition of the Purchase Order.

Note: After receiving the LoI / PO, supplier shall also forward the acknowledgement / acceptance of the LoI / PO by signing and returning the second copy of the LoI / PO as the token of acceptance.

**L] Others**

a) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is the tender issuing officer.

b) Alterations to the conditions of the Tender can be done only by the authorized officer, at any time before the date and time of tender opening and would be duly communicated through a corrigendum.

c) **Suspension of Business dealings with Suppliers:**

(i) Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

ii) **Treatment of Banned / Under-performing Vendors:**

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of 'C' or below, then offer given by such parties will not be considered for ordering in this tender.

d) **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.

Applicability of Integrity Pact:-

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 OEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

| SI.NO | IEM | Email |
|---|---|---|
| | Shri Arun Chandra Verma, IPS (Retd.) | acvermal@gmai.com |
| 2. | Shri Virendra Bahadur Singh, IPS (Retd.) | vbsinghips@gmail.com |

The [P as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid(Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. [n other words, entering into this Pact would be a preliminary qualification.

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

Note:

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

For all clarifications/ issues related 10 the tender, please contact:

Name: (I) Shri Arun Haripriya,
Additional General Manager/ Purchase
BHEL/BÅP/Ranipel - 632406
Contact No. : 04172 -284570
Email ID : aharipriya@bhel.in

Name: (2) Shri Thiyagarajan D,
Deputy Engineer/ Purchase
BHEL/BAP/Ranipe1- 632406
Contact No. : 04172 -284132
Mobile No. : 9952567586
Email ID : dthiyagu@bhel.in

Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 05 Crores.

Copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers.

f) If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter. g) The laws governing this transaction shall be the laws in India.

Wherever not specified, Incoterms 2010 shall be used to interpret the Commercial terms and conditions and

In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the "Rule of Arbitration" of the Indian Council of Arbitration.

The language in the tender documents downloaded by the Bidders shall at no point of lime be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer. it shall be considered as tampering with BHEL 's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.

M] Price Variation Clause :

1. BHEL will consider price variation clause as follows:

Reference Price: The purchase cost would be computed as follows.

For Enquiry Sl No. : 01 to 05 : NALCO Ingot Price IE07 ( Latest price Prevailing on date of releasing Purchase Order and date of billing) available on NALCO website shall be taken as benchmark ( Variable portion) and Supplier has to submit conversion cost in INR as fixed portion. Considering NALCO ingot price dated 17.10.2020 ( Rs 157.85/ kg; Reference enclosed) , the tender evaluation will be on this Ingot cost and quoted Conversion cost and on Landed Cost to BHEL basis

However dispatches shall be effected by Successful bidder in seven working days of time from the date of dispatch clearance (T). If Supplier not dispatching the material within scheduled time (T+07 days), then BHEL witl release payment to supplier considering the least price of NALCO Ingot price comparing to Scheduled dispatch date ( T + 07 days) and executed dispatch date. Corresponding differences will be adjusted through Credit/ Debit Note by Supplier.

For Enquiry Sl No. : 06 to 10 : NALCO Ingot Price IC20 ( Latest price Prevailing on date of releasing Purchase Order and date of billing) available on NALCO website shall be taken as benchmark ( Variable portion) and Supplier has to submit conversion cost in INR as fixed portion. Considering NALCO ingot price dated 14.08.2020 for IC20 ( Rs. 157.55/kg; Reference enclosed) , the tender evaluation will be on this Ingot cost and quoted Conversion cost and on Landed Cost to BHEL basis

However dispatches shall be effected by Successful bidder in seven working days of time from the date of dispatch clearance (T), If Supplier not dispatching the material within scheduled time (T+07 days), then BHEL will release payment to supplier considering the least price of NALCO Ingot price comparing to Scheduled dispatch date ( T + 07 days) and executed dispatch date. Corresponding differences will be adjusted through Credit/ Debit Note by Supplier.

Mechanism of ordering

For every requirement, BHEL will compute the total cost to BHEL as follows:

Variable portion + fixed portion + taxes + freight and insurance + other charges agreed in the contract to arrive at the total cost.

Purchase Orders will be issued on the lowest cost supplier.

Ni Methodology of evaluation of offers/ placement of purchase order/ dispatches & Invoicing of the rate contract : Tenderers shall offer their prices in the following form:- Enquiry Sl No. 01 :

Conversion Cost: (INR)/MT : for Technical Specification TEP:BAP:AL:SHEETRev 00 dated 08.05.2018

Enquiry Sl No. : 02 to 06 :

Conversion Cost: (INR): (per MT basis) for material Description as indicated in Annexure-C. The conversion cost shall remain firm and fixed throughout the tenure of the contract.

**N] Methodology of evaluation of offers/ placement of purchase order/ dispatches & Invoicing of the rate contract :**

**1. <u>Indigenous offers</u>:**

**The conversion cost shall remain firm and fixed throughout the tenure of the contract.**

Freight and Insurance Charges: (INR): Y (on per MT basis) to be indicated as per Annexure - E

Tenderers shall quote a single freight rate for delivery for any BHEL site (including BHEL stores) within India.

Where the tenderer has multi-location plants, BHEL prefers to have a single freight rate irrespective of the plant location. If Supplier has multiple works locations, they have to specifically indicate the supplier works from where the dispatches will be effected to BHEL Stores/Ranipet

Note: load factors, if any (L) would also be added to arrive at the final cost to BHEL.

**Order/s will be placed on the party who becomes the lowest on the price calculated by BHEL.**

Rate contract would be entered into with that party who is ranked the lowest (L1) as on the first bid opening date.

In order to have a smooth uninterrupted supply of the Aluminum sheets, BHEL would enter into a parallel rate contract with the next higher bidder who agrees to match the L1 price in the tender as on the price bid opening date.

The opportunity to match the L1 price would be given sequentially starting from L2.

However higher ranked offers on the higher end would not be considered for availing this opportunity.

20% of the higher ranked offers (top 20%) would not be considered for price finalization.

The top highest 20% would be so done, such that it leaves not less than 4 tenderers in the fray in evaluating the price offers.

The load factors are described elsewhere in the tender document.

**The shortlisted parties would be considered for loading under the rate contract. (However in case L1 or /and L2 bidders are not in a position to meet BHEL's required qty/delivery due to capacity constraints, BHEL reserves the right to order on next lowest bidder who has accepted our finalized rates based on their financial ranking sequentially).**

***As and when the requirement arises the concerned BHEL unit will compute the total cost of procurement as per formula given above. The supplier ranked L1 will be given 70% of the requirement. For the balance 30% the other supplier will be given the opportunity to match the L1 price. In the event they match the L1 price, they will be considered for loading the balance 30%. In case they do not agree then the entire 100% of the quantity will be ordered on the L1. This process will be repeated for every requirement that arises for individual BHEL unit. The above split will be done such that the entire project quantity is ordered on one source and the next source is considered for the subsequent project subsequent project subject to the nearest possible quantity split of 70 : 30. ( Meeting the overall tendered quantity split of 70:30)***

**The government guidelines for extending concessions as per the MSME Act 2006 shall be applicable to eligible indigenous suppliers.**

**BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and conditions with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and the case of indigenous offers, where intra state despatches are made, the applicable GST benefit will be used to arrive at the cost to BHEL. As per the directives issued by the Department of Commercial Taxes, since the purchaser will be penalised including visited with criminal proceedings, in**

the event of the seller defaulting on the remittance of the GST with the department, BHEL will retain the GST amount payable and shall release the same only after submission of the tax returns (online) submitted by the seller to the department, indicating the invoice numbers of the sale made to BHEL. If this condition is extended to the other States, the above shall apply 'mutatis — mutandis

As and when the requirement arises, BHEL will calculate the cost to BHEL in line with the agreed terms and conditions and orders will be issued on the lowest ranked supplier. In the case of multi location suppliers, while computing the cost to BHEL the most proximate plant location to BHEL destination will be considered for calculating the total cost and the same has to be accepted by the supplier.

Bidders are required to confirm in writing in their techno-commercial document that other than themselves (the bidder) none of its group companies, concerns or affiliates etc., are participating in the tender either directly or indirectly or through any other agency under the same proprietor / common partner(s)/ common Directors. If during the evaluation of the bids it is found that the bidder has submitted the offer in violation of this condition then all the offers received from the group companies would stand rejected. If such relationship is found at a tater date where the Purchase Order has been issued, then BHEL would cancel the Purchase Order and initiate suitable action/s under the contract's including but not limited to invoking the Risk Purchase clause of the order and other applicable legal provisions / guidelines of BHEL including guidelines on suspension of business dealings. (Please see clause L sub-clause c).

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make inIndia), Order 2017 available in the following links https://dipp.gov.in/public•procurements

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15.1une2017.pdf
http://dipp.nic.in/sites/default/filesRevised-PPP-Mfl-Order-201728052018.pdf
https://dipp.gov.in/sites/defauWfiles/PPP.MII%200rder%20dt%2029th%20May%20190.pdf
https://dipp.gov.in/sites/default/files/PPP%20MIW0200rder%20dated%204th%20June%202020.pdf

ARBITRATION & CONCILIATION

Conciliation

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators,

Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in Procedure to these Conditions (Annexure [I to GTC). The Procedure together 'with its Formats will be treated if the same is part and parcel hereof and shall be as effectual as if set out herein in these Conditions.

The Seller agrees that the Buyer may make any amendments or modifications to the provisions stipulated in the Procedure to these Conditions (Annexure to GTC) from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure (Annexure II to GTC) with effect from the date as intimated to the Seller by the Buyer.

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Unit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.

The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award.

The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is Issued.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as

**mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4( )/2013M)/FTS-1835 dated 22-05-2018 as amended from time to time."**

**A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(I)/2013-DPE(GM)/ FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.**

**The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to Clause hereinabove regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.**

**For this procurement, the local content to categorize a supplier as a Class I Local Supplier/ Class II local Supplier/ Non- Local**

**Supplier and Purchase Preference to Class 1 local supplier, is as defined in Public Procurement ( Preference to Make in India), Order 2017 dated 04.06.2020 issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after iissue of this NIT, but before opening of Part-II bids against this NIT.**

नालको NALCO

NATIONAL ALUMINIUM COMPANY LIMITED

NALCO BHAWAN P/1 NAYAPALLI

BHUBANESWAR - 751013

**PRICE CIRCULAR OF ALUMINIUM METAL FOR SALE IN DOMESTIC MARKET**

(Prices in Rupees Per MT)

| Sl.no. | Description | Product Code | Basic Price Ex-Works w.e.f 17.10.2020 |
|---|---|---|---|
| 1 | ALUMINIUM ALLOY INGOT | IA10 | 160150 |
| 2 | ALUMINIUM ALLOY INGOT | IA30 | 160400 |
| 3 | ALUMINIUM ALLOY INGOT | IA40 | 161050 |
| 4 | ALUMINIUM ALLOY INGOT | IA50 | 160050 |
| 5 | ALUMINIUM ALLOY INGOT | IA70 | 161050 |
| 6 | ALUMINIUM ALLOY INGOT | IA80 | 160850 |
| 7 | ALUMINIUM INGOT | IC20 | 157550 |
| 8 | ALUMINIUM INGOT | IE07 | 157850 |
| 9 | ALUMINIUM INGOT | IE10 | 157800 |
| 10 | ALUMINIUM INGOT | IE20 | 157600 |

Note :

1. Detailed specification as per Standard Products of NALCO.
2. All the above prices are inclusive of packing charges.
3. For 10 Kg Ingot of all grades, the basic price will be higher by Rs 6000/-PMT over the basic prices of Ingots indicated above.

**ANNEXURE – B to Enquiry No. : 4400603E dated 31.10.2020**
**Essential Commercial Terms & Conditions – Indigenous Bidders** (To be filled in full and to be submitted along with Techno Commercial Bid)

| S. No | TERMS & CONDITIONS | | Bidders confirmation/Details |
|---|---|---|---|
| 1) | PRICE :Firm Price for conversion and acceptance for Price Variation Clause (PVC) as per clause M of Annexure A | | |
| 2) | Delivery terms: FOR / Destination - freight & Insurance (breakup shall be given Separately). – Single Freight rate/plant wise/statewise for BHEL designated destination within India | | |
| 3) | **GST in %**. If GST is varying for all Enquiry Sl No., GST@% shall be indicated for every enquiry Sl. No/ Various thickness. GST No. to be indicated | | |
| 4) | **Octroi / Entry tax charges** if any to be included in bidders' scope. (Since enquiry destination has been given, vendor has to ascertain the applicability of octroi) | | Suppliers Account only |
| 5) | **Packing & forwarding**: [Please indicate in % if extra] | | |
| 6) | ***Delivery Place:*** As per Annexure -D | | |
| 7) | Specific compliance to our Standard Technical specifications and Quality requirements as indicated in Annexure-C | | |
| 8) | **Delivery period of product from the date of LOI/PO (10-12 weeks from the date of receipt of Purchase Order)** | | |
| | **Initial Lead time in weeks** | | |
| | **Maximum Quantity that can be delivered in a month (In MT) – (qty that can be spared to BHEL in a month) .**<br>**Note: Please note that BHEL requirement may be high during the period December to March.** | | |
| 9) | Confirmation that bidder is Original Manufacturer of Aluminium Coils | | |
| 10) | **Confirmation L.D. clause** @ 0.5% per week subject to a maximum of 10% for the delayed delivery. In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder | | |
| 11) | **Our standard payment term**: 100% with in 45 days after receipt and acceptance of materials (with Site acknowledged Lorry Receipt) at BHEL designated destinations for MSME suppliers and OR 100% with in 90 days after receipt and acceptance of materials (with Site acknowledged Lorry Receipt) at BHEL designated destinations for non MSME suppliers. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be Base rate of state bank of India ( SBI) ( as applicable on the date of bid opening: Techno – commercial bid opening in case of two part bids) + 6% will be considered for loading for the periods of relaxation sought by bidders. EFT format is enclosed. | | |
| 12) | **Offer Validity:** The Validity shall be 90 days from the date of Price Bid opening.<br>In case, price bids are opened through Reverse Auction, the offered price in Reverse Auction shall be valid for 90 days from the date of Reverse Auction. | | |
| 13) | INSPECTION BEFORE DESPATCH | Will be done at Vendor's Works before Dispatch by BHEL / BHEL's customer / BHEL's authorized Inspection agency | |

| | | | |
|---|---|---|---|
| 14) | TEST CERTIFICATE | Required | |
| 15) | **BHEL Standard Guarantee Clause**: Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch which ever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet / Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order | | |
| 16) | **Risk Purchase Clause:** The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The seller shall be liable for all losses and extra expenditure which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rates of LD clause agreed. | | |
| 17) | Issue of Material Dispatch clearance | Based on Test certificates, Test reports along with BHEL/BHEL AUTHORISED AGENCY inspection reports, in the event of ordering. (As applicable) | |
| 18) | SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR]<br>Attached SDDR to be filled & submit along with offer. (If NO deviation is taken, NIL report to be submitted). | | |
| 19) | Confirmation if unpriced bid copy is enclosed along with technical offer | | |
| 20) | Quantity tolerance = +0 to -5% will be applicable for 300MT. For Quantity exceeding 300MT/ individual item in an order, quantity tolerance will be +0% to -1%. | | |
| 21) | Supplier status: Micro / Small / Medium – Valid certificate to be attached with offer as a proof. | | |
| 22) | Contract Execution Bank Guarantee ( CEBG) : The supplier shall submit a BG for 2 % of the contract value valid for the agreed delivery period + 3 months. Attached CEBG format is to be signed and submitted as a token of acceptance. Please note no deviation is allowed. | | |

*NOTE : The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "Not Applicable". No column should be left blank .*

**The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above is applicable . Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.**

**Date:** **Name & designation of the seller**

## REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
**(For Indigenous Suppliers)**
(To be filled in full and to be submitted along with offer)

| S.NO | DESCRIPTION | BHEL'S REQUIREMENT | SUPPLIER'S COMMENTS |
|---|---|---|---|
| 01 | Technical Specification : TEP:BAP:AL:SHEET:REV OO dated 08.052018 for Enquiry Sl No. : 01 and material description in Annexure- C as per Enquiry Sl. No. : 02 to 06 | Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed). | |
| 02 | DATA SHEET | Filled Data Sheet are to be submitted along with offer.( if applicable ). | |
| 03 | QUALITY PLAN Ref : **SQP:ESP:292** Rev 02 dt 11.05.2020 for Enquiry Sl No. : 01 and Quality Assurance plan Ref : BHE/RWQC/QAP/AL_RM dated 30.092015 for Enquiry Sl No. : 02 to 06 | To confirm applicable QP will be followed. (OR) Your Quality Plan to be submitted for our review & approval along with offer. | |
| 04 | SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR) | Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted). | |

<table>
<tr><td colspan="5">SPECIFICATION DEVIATION DISPOSITION REPORT</td></tr>
<tr><td colspan="2">Specn</td><td>Item</td><td colspan="2"></td></tr>
<tr><td colspan="2">Enq.No &Date</td><td></td><td colspan="2"></td></tr>
<tr><td colspan="2">Vendor Name</td><td></td><td colspan="2"></td></tr>
<tr><td colspan="2">SPECN</td><td></td><td colspan="2"></td></tr>
<tr><td>Page</td><td>Clause</td><td>Details Of Deviation With Reason</td><td colspan="2">Disposition By BHEL</td></tr>
<tr><td colspan="2"></td><td></td><td colspan="2"></td></tr>
<tr><td colspan="2">Signature Of Vendor</td><td></td><td>Reviewed By</td><td></td></tr>
<tr><td colspan="3">" AGREED DEVIATION "<br>if any to be incorporated in the PO in the event of order.</td><td>APPROVED BY</td><td></td></tr>
</table>

(ATTACH SEPARATE SHEET IF ABOVE SPACE IS NOT SUFFICIENT)

**Date** **VENDOR'S SIGNATURE WITH SEAL**

**INDIGENOUS MSME SUPPLIERS TO SUBMIT THE FOLLOWING DULY FILLED IN THE LETTER HEAD OF THE C.A. FIRM**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s ........................................having its registered office at ....................................................is registered under MSMED Act 2006 and categorized under ....................unit vide their Registration Number........................(copy enclosed)

Further certified that the investment of company in Plant & Machinery as on 31st March ......... is Rs.............Lacs i.e. below Rs.25 Lacs / 5 Crores as permissible for Micro / Small unit respectively under MSMED ACT 2006. Hence the company is under category of Micro/Small(strike off whichever is not applicable) unit for the financial year ........................

It is further certified that cumulative investment in Plant & Machinery during ............................ ( 01/04/......... - till date ) is below the permissible limit of Rs.25 lacs / 5 Crores for Micro / Small unit respectively and Company is under the category of ...........................unit as on date i.e. 31/03/.............

The Directors of the company have been instructed to intimate their clients in case of change of investments in Plant & Machinery, if any, in future with proper supporting documents.

This Certificate is **VALID FOR ONE YEAR ONLY** from the date of issue subject to the above referred instruction with reference to "Change of Investments"

for ..................
Chartered Accountants

Name:
Membership Number:
Full address
Place:
Date:

Purchase (ES), Materials Management,
**Bharat Heavy Electricals Limited,**
Boiler Auxiliaires Plant, Ranipet - 632 406, **INDIA.**
(A Government of India Undertaking)

**ANNEXURE : C; Enquiry No. : 4400603E dated 31.10.2020**
**RATE CONTRACT TENDER FOR ALUMINIUM SHEETS & PLATES**
**QUANTITY BREAKUP ( THICKNESS WISE)**

| Enquiry sl. No. | Description of material | Thickness in mm | Quantity required for individual units of BHEL (In MT) | | | | | Total quantity (Sum of A, B, C, D, E) |
|---|---|---|---|---|---|---|---|---|
| | | | Trichy (A) | Ranipet (B) | Noida (C) | Chennai (D) | Vizag (E) | |
| 01 | **Aluminium Sheet ( in coil form)** as per Technical Specification No: TEP:BAP:AL:SHEET dated 08.05.2018 | 0.711 | 16.66 | 3380 | 58.500 | 15.500 | 0 | 3470.660 |
| | | 0.914 | 435.13 | 0 | 363.700 | 12.3 | 37.928 | 811.130 |
| | | 1.00 | 0 | 900 | 0 | 0 | 15.5 | 915.500 |
| | | 1.20 | 1603.36 | 0 | 1053.400 | 21.6 | 18.6 | 2696.96 |
| | | 1.60 | 392.74 | 0 | 123.000 | 0 | 0 | 515.74 |
| | **Total Quantity in MT** | | 2447.890 | 4280.000 | 1598.600 | 49.400 | 34.100 | 8409.99 |
| **Enquiry sl. No.** | **Description of material** | **Thickness in mm** | **Quantity in MT required exclusively for BHEL Rudrapur** | | | | | **Total quantity in MT** |
| 02 | **Aluminium Alloy Sheet** as per BIS-737-2008 (Gr 19500 H8), Width from 600 to 1200 mm in coil form | 0.10 to 1.00 mm | 10 | | | | | 2000 |
| 03 | **Aluminium Alloy Sheet as per BIS-737-2008 (Gr 31000 H2), width from 1219 to 1500mm and cut length from 1400 to 4788mm** | 1.01 to 5.00 | 600 | | | | | |
| 04 | **Aluminium Alloy plate as per BIS-5082-1998 (Gr 19501 H1 ), width from 1060 to 1500mm and cutlength from 2430 to 5370mm** | 5.01 to 10.00 | 600 | | | | | |
| 05 | **Aluminium Alloy Plate** | 10.01 to 20.00 | 600 | | | | | |

| | | | | |
|---|---|---|---|---|
| | as per BIS-5082-1998 (Gr 19501 H1), Width from 474 to 1545mm and cut length 2500 to 3140mm | | | |
| 06 | **Aluminium Alloy Plate** as per BIS-5082 (Gr 19501 H1), Width from 750 to 1067mm cut length from 2300 to 3140mm | 20.01 to 36.00 | 190 | |
| | | | **Total for Enquiry Sl No. 001 to 007** | **10409.990** |

**Total Required quantity of Enquiry : 10409.990 MT**

**Note :**

**01.For Enquiry sl No : 01 :**

**Apart from the above requirement from Various Units of BHEL, If any BHEL units requests for material during the contract period, the successful bidder to supply the material with Overall ceiling of total quantity tendered.**

**The present requirement of material is with thickness from 0.711mm to 1.6mm . However the thickness from 0.411mm to 1.6mm can be demanded by the buyer from the successful tenderer subject to Overall ceiling of total quantity.**

**Applicable Quality plan Ref : SQP:ESP:292 Rev 02 dt 11.05.2020**

**02.For Enquiry Sl No. : 02 to 06:**

**All Aluminium Sheets/plates shall be Hot rolled only, cold- rolled sheets are not acceptable. The quantity indicated is for tendering Purpose only. However the exact quantity for Supply sizewise will be informed to Successful bidder as Purchase Orders of BHEL/ Rudrapur.**

**Applicable Quality Assurance plan Ref : BHE/RU/QC/QAP/AL_RM Rev 00 dt 30.09.2015**

**Annexure D to Enquiry No.4400603E dated 31.10.2020**

**Project wise requirement**

| Sl. No | Projects | State | Trichy | Piping centre | Ranipet | PEM | Vizag | Rudrapur | Total |
|---|---|---|---|---|---|---|---|---|---|
| | | | A | B | C | D | E | F | A+B+C+D+E+F |
| 1 | Bhadradri | Telengana | 8.830 | 0.900 | 0.000 | 0.000 | 0.000 | 0.000 | 9.730 |
| 2 | Bhushawal | Maharastra | 242.640 | 0.000 | 0.000 | 139.000 | 0.000 | 0.000 | 381.640 |
| 3 | DVC Durgapur | west Bengal | 5.620 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 5.620 |
| 4 | koderma | Jharkhand | 5.620 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 5.620 |
| 5 | Mejia | west Bengal | 4.970 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 4.970 |
| 6 | Trichy/ Stores | Tamilnadu | 0.630 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.630 |
| 7 | North Karanpura | Jharkhand | 30.660 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 30.660 |
| 8 | Farakka | west Bengal | 6.480 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 6.480 |
| 9 | kahalgaon | Bihar | 6.480 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 6.480 |
| 10 | korba | Chattisgarh | 5.620 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 5.620 |
| 11 | Ramagundam | Telengana | 5.620 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 5.620 |
| 12 | Rihand | Uttar pradesh | 9.500 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 9.500 |
| 13 | Panki | Jharkand | 204.150 | 0.000 | 0.000 | 81.900 | 0.000 | 0.000 | 286.050 |
| 14 | Patratu | Jharkand | 651.540 | 24.500 | 0.000 | 330.600 | 0.000 | 0.000 | 1006.640 |
| 15 | Tata steel | Jharkand | 66.180 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 66.180 |
| 16 | Udangudi | Tamilnadu | 283.370 | 14.500 | 0.000 | 87.800 | 0.000 | 0.000 | 385.670 |
| 17 | Yadadri | Telengana | 787.860 | 0.000 | 0.000 | 443.000 | 0.000 | 0.000 | 1230.860 |
| 18 | NALCO | Odisha | 43.500 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 43.500 |
| 19 | TISHREN SYRIA ( Trichy Stores) | Tamilnadu | 78.620 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 78.620 |
| 20 | Rourkela | Odisha | 0.000 | 1.400 | 0.000 | 0.000 | 0.000 | 0.000 | 1.400 |
| 21 | Tata Kalinganagar | Odisha | 0.000 | 6.500 | 0.000 | 0.000 | 0.000 | 0.000 | 6.500 |
| 22 | kothagudem | Telengana | 0.000 | 0.700 | 0.000 | 0.000 | 0.000 | 0.000 | 0.700 |
| 23 | BHEL/ Stores/ Ranipet | Tamilnadu | 0.000 | 0.000 | 4280.000 | 0.000 | 0.000 | 0.000 | 4280.000 |
| 24 | Uppur | Tamilnadu | 0.000 | 0.000 | 0.000 | 182.200 | 0.000 | 0.000 | 182.200 |
| 25 | Sagardhigi | West Bengal | 0.000 | 0.000 | 0.000 | 90.100 | 0.000 | 0.000 | 90.100 |
| 26 | Khurja | Uttar pradesh | 0.000 | 0.000 | 0.000 | 70.000 | 0.000 | 0.000 | 70.000 |
| 27 | Talcher | Odisha | 0.000 | 0.000 | 0.000 | 174.000 | 0.000 | 0.000 | 174.000 |
| 28 | Vizag | Andhra Pradesh | 0.000 | 0.000 | 0.000 | 0.000 | 35.000 | 0.000 | 35.000 |
| 29 | Rudrapur | Uttarkand | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 2000.000 | 2000.000 |
| | | | 2447.890 | 48.500 | 4280.000 | 1598.600 | 35.000 | 2000.000 | 10409.990 |

| | |
|---|---|
| Total quantity (MT) : | 10409.99 |

Annexure- E ;BHEL ENQUIRY NO: 4400603E dated 31.10.2020

## (To be submitted along with price bid)

| Enquiry Sl. No | Material Description | Thickness in MM | Conversion cost (MT) in INR ( Excluding Freight, Insurance, Taxes) as per Techncial Specification : TEP:BAP:AL:SHEET: REV 00 dated 08.05.2018 |
|---|---|---|---|
| 1 | Aluminium Sheet in coil form as per Technical Specification No: TEP:BAP:AL:SHEET dated 08.05.2018 | 0.711 | |
| | | 0.914 | |
| | | 1.000 | |
| | | 1.200 | |
| | | 1.600 | |
| 2 | Aluminium Alloy Sheet as per BIS-737 2008 (Gr 19500 H8), Width from 600-1200 mm in coil form | 0.100 to 1.000 | |
| 3 | Aluminium Alloy Sheet as per BIS-737-2008 (Gr 31000 H2), width from 1219 to 1500mm and cut length from 1400 to 4788mm | 1.010 to 5.000 | |
| 4 | Aluminium Alloy plate as per BIS-5082-1998 (Gr 19501 H1) , width from 1060 to 1500mm and cutlength from 2430 to 5370mm | 5.010 to 10.000 | |
| 5 | Aluminium Alloy Plate as per BIS-5082-1998 (Gr 19501 H1), Width from 474 to 1545mm and cut length 2500 to 3140mm | 10.010 to 20.000 | |
| 6 | Aluminium Alloy plate as per BIS-5082 (Gr 19501H1) width from 750 to 1067mm cutlength from 2300 to 3140mm | 20.010 to 36.000 | |

| Sl No. | Description | To be filled by Supplier |
|---|---|---|
| 1 | Applicable GST in percentage | |
| 2 | GST No. | |
| 3 | HSN Code | |

BHEL ENQUIRY NO: 4400603E dated 31.10.2020

**(To be submitted along with price bid)**

**FREIGHT RATES - STATE WISE AND PLANT WISE** – To be filled, signed and enclosed with the offer by the tenderers.

| Sl. No | State | Freight rate from Plant 1: _______ (Location of Plant) | Freight rate from Plant 2:_______ (Location of Plant) | Freight rate from Plant 3: _______ (Location of Plant) | Freight rate from Plant 2: _______ (Location of Plant) if any | Freight rate from Plant 3: _______ (Location of Plant) if any |
|---|---|---|---|---|---|---|
| | | In Rs. / MT (FOR Site) | | | In Rs. / MT (FOR Site) | In Rs. / MT (FOR Site) |
| 1 | Andhra Pradesh (Excluding Telangana) | | | | | |
| 2 | Bihar | | | | | |
| 3 | Chhattisgarh | | | | | |
| 4 | Goa | | | | | |
| 5 | Gujarat | | | | | |
| 6 | Haryana | | | | | |
| 7 | Himachal Pradesh | | | | | |
| 8 | Jammu and Kashmir | | | | | |
| 9 | Jharkhand | | | | | |
| 10 | Karnataka | | | | | |
| 11 | Kerala | | | | | |
| 12 | Madhya Pradesh | | | | | |
| 13 | Maharashtra | | | | | |
| 14 | Delhi | | | | | |
| 15 | Odissa | | | | | |
| 16 | Punjab (Including Chandigarh) | | | | | |
| 17 | Rajasthan | | | | | |
| 18 | Tamilnadu | | | | | |
| 19 | Telangana (Excluding Andhra Pradesh) | | | | | |
| 20 | Uttar Pradesh | | | | | |
| 21 | Uttarakhand | | | | | |
| 22 | West Bengal | | | | | |
| 23 | North Eastern States | | | | | |
| a | Arunachal Pradesh | | | | | |
| b | Assam | | | | | |
| c | Manipur | | | | | |
| d | Meghalaya | | | | | |
| e | Mizoram | | | | | |
| f | Nagaland | | | | | |
| g | Puducherry | | | | | |
| h | Sikkim | | | | | |
| i | Tripura | | | | | |
| 24 | Others | | | | | |
| a | Dadra and Nagar Haveli | | | | | |
| b | Daman and Diu | | | | | |
| c | Andaman & Nicobar | | | | | |
| d | Lakshadweep | | | | | |

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

From.

M/s__________________

Address:______________________________

I/we are bidder from ___________ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.

4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.

5. Any Indian Agent available, If so, Provide details of address and contacts.

6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.

7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

Meaning of beneficial owner

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

Explanation

a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
b) "control" shall include the right to appoint majority of the directors or to control the management rights or shareholder's agreement or voting agreement.

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

2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.

3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.

4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.

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

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

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

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

Dated: _______________

Authorised Sign and stamp_____________

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

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

**References:**

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

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

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

Please mention the details against the following:

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

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

Product:-----------------

Project:.........................................................................

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

---

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

Authorized Signature M/s------------------------------------------
(Signature and seal)

Place:.........................

Date:.......................

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

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

| | | |
|---|---|---|
| Prepared By<br>Quality Assurance | GOPAKUMAR KS | Kumy<br>11/05/20 |

| Reviewed by | Signature |
|---|---|
| Engineering | Mahd 11/05/2020 (Mahendra Kumar Nahak) |
| | |
| MM / Material Planning<br>(S. DHAKSHNAMOORTHY) | S. Dhakshnamoorthy 11/05/20. |
| Quality Control / Procurement<br>(K. KOVARTHANAN) | K. Kovartt<br>11/5/20. |

| Rev No | Date | Approved by | Signature |
|---|---|---|---|
| 02 | 11/05/2020 | VENKANNA RUPANI<br>DM/QA | R. Venkanna<br>11/05/2020 |

**Record of Revisions**

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

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

| बी एच ई एल BHEL | MANUFACTURER'S NAME & ADDRESS: BHEL: RANIPET & APPROVED SUPPLIERS | STANDARD QUALITY PLAN<br>PRODUCT: Plain Aluminum Cladding Sheet<br>SUB-SYSTEM : ESP | DOC NO: SQP:ESP:292 REV NO:02<br>DATE: 11/05/2020<br>PAGE: 2 OF 2 |
|---|---|---|---|

| SL. NO | COMPONENT & OPERATIONS | CHARACTERISTICS | CLASS | TYPE OF CHECK | QUANTUM OF CHECK | | REFERENCE DOCUMENT | ACCEPTANCE NORMS | FORMAT OF RECORD | | AGENCY | | | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | M | C | N | |
| 1 | 2 | 3 | 4 | 5 | M | C/N | 7 | 8 | 9 | D* | ** 10 | | | 11 |
| **1.0** | **RAW MATERIALS:** | | | | | | | | | | | | | |
| 1.1 | Rolling Ingot | Chemical Properties | B | TC Review | 1 / Cast or Heat | | IS: 737 / ASTM B209 | IS: 737 / ASTM B209, BHEL PO & Tech Spec* | MTC/ ALC | √ | P | V | - | * BHEL Tech Spec:TEP:BAP :AL:SHEET |
| **2.0** | **INPROCESS CONTROLS** | | | | | | | | | | | | | |
| 2.1 | Hot Rolling / Cold Rolling / Slitting | Thickness | A | Measurement | 1 / Coil | | IS: 2676, IS: 737 / ASTM B209 & BHEL PO | | Log / IR | - | P | - | - | |
| | | Length / Width | A | Measurement | 1 / Coil | | | | | - | P | - | - | |
| | | Surface | B | Visual | 1 / Coil | | IS: 737 / ASTM B209 & BHEL PO | | | - | P | - | - | |
| 2.2 | Condition | Strain Hardening & Heat Treatment | A | Visual | 100% | | IS: 737 / ASTM B209 & BHEL PO | | HT Chart | - | P | - | - | |
| **3.0** | **FINAL INSPECTION** | | | | | | | | | | | | | |
| 3.1 | Finished Coils | Thickness, Length / Width | A | Measurement | 100 % | 1 / Coil | IS: 2676, IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification | | IR | √ | P | W # | - | # 10% Random witness for BHEL QC/BHEL Appointed AIA. |
| 3.2 | | Surface condition and verification of completeness | B | Visual | 100 % | 1 / Coil | IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification | | IR | √ | P | W # | - | |
| 3.3 | | Chemical Properties | A | Testing | 1 / Cast or Heat | | IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification | | MTC / ALC | √ | P | W # | - | |
| 3.4 | | Tensile Properties – UTS, %Elong, Bend | A | Testing | 1 / Coil | | IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification | | | √ | P | W # | - | |
| 3.5 | | Condition - Strain Hardening & Heat Treatment | A | Review | 100% | | IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification | | HT Chart | √ | P | V | - | |
| **4.0** | **MARKING, PACKING AND PRESERVATION** | | | | | | | | | | | | | |
| 4.1 | Marking | Identification along with batch number | B | Visual | 100 % | 10% Random | IS: 737 / ASTM B209, BHEL PO & BHEL Tech Specification | | IR | √ | P | V | - | |
| 4.2 | Packing | Use of polythene hessasin & covered with metallic sheets | B | Visual | 100 % | | BHEL PO, Tech Specification & BHEL approved drawing (for first time supplies) | | IR | √ | P | V | - | |
| 4.3 | | Reinforcement of edges of coil with metallic rings | B | Visual | 100 % | | BHEL PO, Tech Specification & BHEL approved drawing (for first time supplies) | | IR | √ | P | V | - | |

**Note: 1. Latest editions/versions of the indicated standards & specification shall be used by the suppliers.**

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

1.00.00 GENERAL

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

2.00.00 CODES & STANDARDS

2.01.01 Manufacturing, physical & chemical properties, inspection and testing of Aluminium sheets to be supplied under this specification shall conform to the latest edition of the following codes and standards.

2.01.02 **IS:737 (latest revision)** Specification for wrought aluminium and aluminium alloy sheet and strip for general engineering purposes / **ASTM B209 (latest revision)** Standard Specification for Aluminium and Aluminium-Alloy Sheet and Plate.

2.01.03 **IS:504 (latest revision)** Methods of chemical analysis of aluminium and its alloys / **ASTM E34 (latest revision).**

2.01.04 **IS:1608 (latest revision)** Metallic materials - Tensile testing at ambient temperature / **ASTM-B209 (latest revision) Table 2.**

2.01.05 **IS:2676 (latest revision)** Dimensions for wrought aluminium and aluminium alloys, sheet and strip/**ANSI H 35.2 (latest revision).**

2.01.06 **IS:5052 (latest revision)** Aluminium and its alloys - Temper designations. / **ANSI H35.1 (latest revision).**

3.00.00 MATERIAL REQUIREMENTS:

3.01.00 FORM

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

3.02.00 FREEDOM FROM DEFECTS

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

3.03.00 DESIGNATION AND CONDITION

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

3.04.00 CHEMICAL COMPOSITION

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

3.05.00 MECHANICAL PROPERTIES

3.05.01 TENSILE TEST

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

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

| PREPARED | CHECKED | APPROVED |
|---|---|---|
| 08/05/18 (Adarsh Verma) | 08/05/18 (M. K. Nahak) | C Ganesh |

3.05.02 BEND TEST

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

4.00.00 DIMENSION AND TOLERANCES

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

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

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

5.00.00 INSPECTION AND TESTING

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

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

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

6.00.00 PACKING AND MARKING

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

6.02.00 Each package shall contain only one size of material.

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

a) BHEL's Purchase order number    b) Project Name
c) Name of the manufacturer & Country of Origin
d) Material grade & condition
e) Sheet thickness
f) Weight of the contents

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

| PREPARED | CHECKED | APPROVED |
|---|---|---|
| 08/05/18 (Adarsh Yadav) | 08/05/18 (M K Nabak) | |

| बी एच ई एल BHEL | QUALITY ASSURANCE PLAN<br>ALUMINIUM ALLOY SHEETS AND PLATES | QAP NO: BHE/RU/QC/QAP/AL_RM<br>REV: 00<br>DATE: 30.09.15 |
|---|---|---|

| SL. NO. | COMPONENT | CHARACTERISTICS | CATEGORY | METHOD OF CHECK | EXTENT OF CHECK | REFERENCE DOCUMENT | ACCEPTANCE NORMS | FORMAT OF RECORDS | AGENCY P | AGENCY W | AGENCY R | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1.0 | RAW MATERIAL | | | | | | | | | | | |
| 1.1 | Aluminium Sheets & Plates | a) Dimensions (thickness) | Major | Measurement | 1 sample/batch | BHEL Spec. | IS : 2676 / 2677 | TR | 3 | 2/1 | - | |
| | | b) Surface finish | Minor | Visual | 100 % | | | TR | 3 | - | 2/1 | |
| | | c) Bend Test (if applicable) | Major | Mechanical | 1 sample/batch | | | TR | 3/4* | 2/1 | - | Witness of random 5 samples / lot by BHEL/TPIA |
| | | d) Tensile Strength | Major | Mechanical | 1 sample/batch | IS : 5082 / IS : 737 | IS : 5082 / IS : 737 | TR | 3/4* | 2/1 | - | |
| | | e) % Elongation | Major | Mechanical | 1 sample/batch | | | TR | 3/4* | 2/1 | - | |
| | | f) Chemical composition | Major | Chemical | 1 sample/batch | | | TR | 3/4* | 2/1 | - | |
| | | g) Electrical Conductivity at 20° C (if applicable as per IS) | Critical | Electrical | 1 sample/batch | | | TR | 3/4* | 2/1 | - | |

**ABBREVIATIONS:**

R= REVIEWED BY

P= PERFORMED BY

W= WITNESS BY

**FORMAT OF RECORDS:**

TR= TEST REPORT/CERTIFICATE

**REFERENCE:**

IS= INDIAN STANDARD

**AGENCY:**

1= BHEL

2= BHEL'S THIRD PARTY INSPECTION AGENCY (TPIA)

3= MANUFACTURER

4= NABL APPROVED EXTERNAL LABORATORY

NOTE: IN CASE OF INSPECTION WAIVER BY BHEL, MANUFACTURER WILL SUBMIT TEST CERTIFICATES FOR '*' MARKED CHARACTERISTICS, CONDUCTED AT CERTIFIED EXTERNAL LABORATORIES.

फराज़ अली Faraaz Ali
वरि. अभियंता (गुणता) Sr. Engg. (Qty. Contro
बी.एच.ई.एल. रुद्रपुर BHEL, Rudrar
उत्तराखण्ड - 263153 Uttarakhand

PREPARED BY

बिमल बनर्जी Bimal Banerjee
व. प्रबंधक (गुणता एवं सतर्कता) Sr. Manager (Quality & Vigilance)
बी.एच.ई.एल. रुद्रपुर BHEL, Rudrapur
उत्तराखण्ड - 263153 Uttarakhand-263153

Annexure-1

# INTEGRITY PACT

**Between**

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

**and**

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

## Preamble

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

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place----------------------

Date-----------------------

Witness: ____________________

(Name & Address) ____________

____________________

Witness: ____________________

(Name & Address) ____________

____________________

*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 3 MONTHS FROM THE DATE OF COMPLETION OF SUPPLIES)*

**CONTRACT EXECUTION BANK GUARANTEE**

In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at “BHEL House”, SIRI Fort, New Delhi 110 049) through its Boiler Auxiliaries Plant located at Ranipet – 632 406, (hereinafter called ‘the Company’) having entered into a contract with M/s................................................................................................ ........................... hereinafter called ‘the said contractor’ which term includes ‘suppliers’ for the purpose of this Bond and under the terms and conditions of the Contract No...............................Dt.....................between BHEL, Ranipet and as per the Contract, the Contractor / Supplier is to furnish a Contract Execution Bank Guarantee for Rs................................in words.................................................................... ..............................................................................................................for the due performance of the contract and for the fulfillment of all the terms and conditions of the contract.

Sign and seal of issuing bank
Please affix Non Judicial Stamp
here, as per Stamp Act

Bank Guarantee No........................Date....................Banker Name......................
Bank Guarantee Value Rs..........................

1. We..................................................................................................................................
..........................................................................................................................................
..........................(Bank's name, Branch, Place – address to be mentioned [herein after referred to as the Bank) at the request of..........................................
.............................................................................................(Contractor(s)] do hereby undertake to pay the company an amount not exceeding Rs...............in words
..........................................................................................................................................
.........................................................................................................................................
........................................................................................................................................
..........................against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We.................................................................................................................................
..........................................................................................................................................
........................................................................................................(name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the Contractor(s) 'failure to perform' the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...................................in words.............................................................................
..........................................................................................................................................

Sign and seal of issuing bank

Bank Guarantee No........................Date....................Banker Name......................
Bank Guarantee Value Rs..........................

3. We undertake to pay conditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We..........................................................................................(name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Purchase Department of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before ................................(date) (After 3 months from the date of completion of supplies) we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date. (ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

Sign and seal of issuing bank

Bank Guarantee No........................Date....................Banker Name......................
Bank Guarantee Value Rs..........................

6. We.......................................................................................................(name of the Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the Contractor, but shall in all respects and for all purpose be binding and operative until all payments of all moneys due or that may hereafter become due to the said company or settled irrespective of any liability or obligation of the Contractor under the said Contract.

9. It shall not be necessary for the company to proceed against the Contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained from the Contractor shall, at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

10. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Ranipet, Tamilnadu Jurisdiction.

...5

11. The Bank declares that it has powers to issue this Guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the power granted to him by the proper authorities of the Bank.

12. We .......................................................................................................(name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we.............................................................................................. (name of Bank) have hereunto setout Bank Seal the............................................... day of................................................month 20__.

Sign and seal of issuing bank.

ANNEXURE A

| List of Consortium Banks * (wef 22.03.2016) | | | |
|---|---|---|---|
| | **Nationalised Banks** | | **Nationalised Banks** |
| 1 | Allahabad bank | 19 | Vijaya Bank |
| 2 | Andhra bank | | **Public Sector Banks** |
| 3 | Bank of Baroda | 20 | IDBI |
| 4 | Canara Bank | | **Foreign banks** |
| 5 | Corporation bank | 21 | CITI Bank N.A |
| 6 | Central bank | 22 | Deutsche Bank AG |
| 7 | Indian Bank | 23 | The Hongkong and Shanghai Banking Corporation Limited |
| 8 | Indian Oversea Bank | 24 | Standard Chartered Bank |
| 9 | Oriental bank of Commerce | 25 | J P Morgan |
| 10 | Punjab National Bank | | |
| 11 | Punjab & Sindh Bank | | **Private banks** |
| 12 | State Bank of India | 26 | Axis Bank |
| 13 | State Bank of Hyderabad | 27 | The Federal Bank Limited |
| 14 | Syndicate Bank | 28 | HDFC |
| 15 | State Bank of Travancore | 29 | Kotak Mahindra Bank |
| 16 | UCO Bank | 30 | ICICI |
| 17 | Union Bank of India | 31 | Indusind Bank |
| 18 | United Bank of India | 32 | Yes Bank |

## ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

| | | |
|---|---|---|
| 01 | **NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE** | PAN NO. |
| 02 | **VENDOR CODE** (as in WORK ORDER) | |
| 03 | | **Details of Bank Account:** |
| A) | **NAME & ADDRESS OF THE BANK** (WITH PIN CODE) | |
| B) | **BANK TELEPHONE NUMBER** (WITH STD CODE) | |
| C) | **BANK BRANCH CODE:** | |
| D) | **MICR CODE** | |
| E) | **VENDOR'S BANK A/C NO. ONLY** (Factoring A/c No. not to be given) | |
| F) | **TYPE OF ACCOUNT** | CURRENT / OD /CASH CREDIT |
| G) | **VENDOR NAME AS PER BANK RECORDS** | |
| H) | **BANK BRANCH RTGS IFSC CODE** | |
| I) | **BANK BRANCH NEFT IFSC CODE** | |
| J) | **VENDOR'S EMAIL ID** (give two ids) | |
| K) | **NAME OF AUTHORISED SIGNATORY** | |

### CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

### Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of ____________________________________________ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's Signature Under Bank stamp)
Authorisation No.___________

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.