

Tender No.- F/F219/6/0938/K1



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 284144

Tender No.- F/F219/6/0938/K1

Due Date: 17.08.2016

Sub: BHEL-HEEP/OPEN-TENDER (Steel Bars Alloy 783)

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on.

Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items:-

Tender No.	Item Description	Mat. Code	Size	Qty. (Kg)
F/F219/6/0938/K1	Steel Bars Alloy 783 Specification- HW12785 Rev: 00	HW1270285033	Dia- 40 mm, L= 2000-5000 mm	300
		HW1270285017	Dia- 80 mm, L= 1500 mm	3650
		HW1270285041	Dia- 95 mm, L= 3000 mm	5750

The tender documents & Specification of item can be down loaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in submitted with requisite EMD. **Only those vendors who fulfill the Minimum Qualifying Requirements (as per Annexure-II) will be considered for further technical evaluation.**

This notification shall be published in national newspaper. **The last date for downloading tender documents shall be 16.08.2016 & opening of tender shall be 17.08.2016.** Tenders will be received up to 01.45 P.M. on **17.08.2016** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (01.45 PM on 17.08.2016) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Intending vendors must remit requisite EMD Rs. 2,00,000 (Rupees Two Lac Only) for indigenous vendors (or equivalent amount in foreign currency for foreign vendors) in the form of pay order or bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after downloading from this web site.

EMD is waived off for-

- Central/ State – PSUs/ Government departments
- As per government guidelines, MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).
- The vendors registered for item Steel Bars, Alloy 783 as per Spec. HW12785 Rev: 00 with BHEL, HEEP, Haridwar are also exempted from EMD.

The total quantity may undergo change at the time of ordering.

The details of each item with required delivery are given in **Annexure-III (Details of Items)**

To follow CVC guidelines, intending vendors has to comply all terms and conditions of integrity pact. Hence, submit two ink-signed copies of filled in integrity pact along with your offer in the enclosed format of integrity pact as per Annexure- X.

Please submit your Techno-Commercial offer only for the above requirement subject to our terms and conditions.

IN ADDITION TO VENDORS MENTIONED ABOVE, OFFERS SHALL ONLY BE CONSIDERED OF THOSE VENDORS WHO WILL SUBMIT EMD. PLEASE SUBMIT DRAFTS FOR EMD DRAWN IN FAVOUR OF BHARAT HEAVY ELECTRICALS LTD. HEEP, HARIDWAR IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD". The tender will be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

KINDLY READ "INSTRUCTIONS TO BIDDERS." QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Tender No.- F/F219/6/0938/K1

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for procurement of Steel Bars Alloy 783.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for procurement of Steel Bars Alloy 783.

Vendors must fill up Annexure– II in confirmation to above Minimum Qualifying Requirements and quality requirement.

ESSENTIAL INSTRUCTIONS

1. Only those bids will be opened which have been submitted with requisite EMD.
2. All un-registered vendors shall be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) Foreign Vendors or Indigenous Vendors. Vendor (s) shall not be considered for ordering if not approved by BHEL.
3. BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).
4. The tender document must comprise of four envelopes:
 - i) Envelope I : EMD or Valid documentary proof for exemption of EMD.
 - ii) Envelope II : Pre- Qualifying Requirement & Supplier Registration Form.
 - iii) Envelope III : Techno -Commercial Bid.
 - iv) Envelope IV : Price Bid.
5. The tenders shall be submitted in three parts
 - i. Part I - Techno -Commercial Bid,
 - ii. Part II - price Bid &
 - iii. Part III - Vendor Registration Formas described below on or before the due date. Vendor Registration Form shall be submitted by unregistered vendors only.
6. **The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter.**
7. Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder. In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of signed and stamped (in each page) original bid to BHEL. If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents. Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.
8. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
9. In case of ordering, manufacturing plan should be submitted for BHEL approval.
10. Part-I containing techno-Commercial bid and part-III containing Vendor Registration Form will be opened on the date and time specified in the tender notice in the presence of those tenders who wish to attend.
11. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
12. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement.
13. Currency exchange rate will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.
14. **Evaluation of Bid: - The bid shall be evaluated**
 - a. **Cost to BHEL basis. (Basic Cost + Insurance + Inspection + Transportation + Duty)**
 - b. **The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.**
 - c. **Evaluation of comparative statement will be done on item wise basis after combining DEEC & PI quantity and order will be placed accordingly.**
15. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
16. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
17. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
18. **BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction the paper bid shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning in Annexure- VII. The bids of those vendors who do not agree for reverse auction may not be considered for RA. The Terms & Condition for Reverse Auctioning are as per Annexure VII.**
19. Total weight--/Gross/Net in Kg & also package size essentially should be indicated if not exact then approximate.
20. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**

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Note: Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries for Indian & Foreign Vendor. All the bidders / vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for BHEL approved Vendors.

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET.

DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID), PART-II (PRICE BID) & PART-III (VENDOR REGISTRATION FORM)

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a. Confirmation to Minimum Qualification Requirement and Quality Requirement as per Annexure-II.
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid.
- c. Delivery schedule.
- d. Inspection charges by LRS/TUV/BV separately for foreign vendors.
- e. Validity of offer to be indicated.
- f. **Annexure- I** - Compliance sheet for technical/commercial terms and conditions for two part tender.
- g. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- h. Details of activity outsourced.
- i. Endorsed copy of Quality Plan (Quality Plan placed at Annexure- V).
- j. Duly Filled Integrity Pact in the enclosed format as per Annexure- X.

PART -II (Price Bid)

- a. Price bid with prices to be submitted as part-II of the tender.
- b. Prices should remain firm till the execution of the order.
- c. **In case of foreign vendors, Please quote your rates with both the options (a) FOB dispatching port & (b) C&F Landing Port. In case of FOB, Loading port must be mentioned.**
- d. **In case of Indigenous vendor, prices may be quoted on FOR- Destination- Store-HEEP-BHEL basis.** Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.
- e. LRS/TUV/BV inspection charges to be quoted separately in case of foreign vendors.
- f. **Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**
- g. LD Penalty shall be applicable at the rate of ½ % (half percent) per week or part thereof subject to a maximum of 10% of total order value. In case of any variation in LD penalty, your prices shall be loaded to the extent LD penalty not accepted by you.

Part-III - Vendor Registration Form (SRF)

(SRF-Foreign Suppliers or SRF-Indian Suppliers)

- a. **Supplier/Vendor Registration Form-** Go through online supplier registration portal <https://supplier.bhel.in/> after filling the online registration form send the copy of same along with your offer within due date.
- b. The SRF (as applicable) duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness. The same shall be submitted with Part-I (Techno-Commercial Bid) by un-registered vendor only with BHEL, HEEP, Haridwar.

MARKING OF ENVELOPE:

- Each envelope is to be super scribed as “TENDER FOR (ITEM NAME) AGAINST TENDER NO. **F/F219/6/0938/K1** DUE ON **17.08.2016**.
- Drafts for EMD to be kept in one envelop – Envelop –A. On the Top of the envelope, please write Draft No., Issuing Bank Details & Amount. Those vendors who are quoting for more than one tender must submit a statement in the envelopes of all those tenders giving details of all the tenders being quoted. However, the draft of each tender should be kept in individual tender envelop.
- Techno-Commercial - Part-I to be kept in another envelop – Envelop-B & to be marked as Techno-Commercial Offer.
- Vendor Registration Form - Part –III to be kept in another envelop – Envelop – C & to be marked as Vendor Registration Form.
- Price Bid – Part-II to be kept in another envelop – Envelop-D & to be marked as Price Bid.
- Envelop-A, Envelop-B, Envelop-C & Envelop-D are to be kept in one envelop super scribed as above

Envelopes not marked as above are liable to be ignored and will not be opened.

ANNEXURE-I**COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS
FOR TWO PART TENDER****PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID.**

Offer must be sent in two separate sealed envelopes containing techno-commercial offer in one envelope marked "TECHNO-COMMERCIAL BID" and prices in second envelope marked "PRICE-BID". Both the envelopes must be contained in the main envelope. Tender name and due date to be marked on all the envelopes.

You are requested to kindly confirm /clarify the following:-

S. No.	Description	Vendor's Confirmation
1	Vendor to confirm that they meet each & every clause of our specifications/Drawings.	YES / NO
2	If "No" to serial number 1, vendor to specify each deviated clause & submit in a separate sheet.	
3	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	
4	Validity: confirm that validity of the offer shall be 90 days from the date of tender opening	YES / NO
5	Confirm that un-priced part of price bid is enclosed with technical commercial offer	YES / NO
6	Confirm delivery quoted as per enquiry	YES / NO
7	For Foreign Vendors- Confirm that you have quoted your rates with both the options (a) FOB dispatching port & (b) C&F Landing Port with third party inspection charges separately. For Indigenous Vendors- Confirm that you have quoted your rates on FOR Destination basis.	YES / NO
8	Confirm that Loading Port has been mentioned.	YES / NO
9	Confirm that prices shall be firm and fixed throughout delivery period.	YES / NO
10	For Foreign Vendors- Confirm that payment term shall be "On collection basis through SBI/PNB Ranipur, Hardwar" (CAD). For Indigenous Vendors- Confirm that payment term shall be "100% payment after receipt and acceptance of material.	YES / NO
11	For Foreign Vendors- Third party (LRS/TUV/BV) inspection charges need to be mentioned separately. In case same is not mentioned separately, it will be presumed to be inclusive in your offer and no further confirmation will be taken after opening of techno-commercial bid part-1.	YES/NO
12	LD Penalty shall be applicable at the rate of ½ % (half percent) per week or part thereof subject to a maximum of 10% of total order value.	YES / NO
13	Confirm that all test certificates to be submitted as per BHEL specification. in TRIPLICATE along with dispatch documents	YES / NO
14	Right of acceptance – BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantities without any extra charges. Vendor should also be prepared for giving discount in case of increase in quantity.	YES / NO
15	Confirm specifically that material shall be supplied as per tender documents.	YES / NO
16	Ink signed order acceptance shall be furnished within 15 days of order placement.	YES / NO
17	Confirm if there is Indian agency commission.	YES / NO
18	Confirm acceptance of Risk Purchase clause.	YES / NO
19	Confirm to send original ink signed copy of offer, if offer has been sent through email or FAX or photocopy has been submitted.	YES / NO

ANNEXURE-II**Pre / Minimum Qualification Requirement****➤ Technical Requirements-**

Sl. No.	Technical Requirement	Vendor's confirmation (Y/N)												
01	<p>Vendor must have experience of manufacturing and supplying bars of material grade Alloy 783. Vendor must have successfully executed at least one purchase order in grade Alloy 783 on the tender opening date.</p> <p>In support of above details of the experience to be submitted with offer for past three supplies in the format given below:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Name of customer</th> <th>Purchase order No</th> <th>Dia</th> <th>Year of supply</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>Vendor to submit documentary evidence in support of experience, like test certificates, un-priced PO copies etc. for at least one supply.</p>	Sl. No.	Name of customer	Purchase order No	Dia	Year of supply	Quantity							
Sl. No.	Name of customer	Purchase order No	Dia	Year of supply	Quantity									
02	Vendor must have in-house facilities like melting, secondary refining (VIM + ESR or VIM + VAR), rolling / forging / extrusion, heat treatment etc. to manufacture round bars as per BHEL specification HW12785 and enquiry size. Details of manufacturing facilities like melting, secondary refining, rolling / forging, heat treatment etc. are to be provided.													
03	Details of the testing facilities (in-house or outsourced) are to be submitted. In case of outsourcing of any test, vendor to submit details of testing house. Testing shall be carried out at Government accredited labs only.													
05	Vendor to confirm that they will manufacture and supply enquiry items meeting all requirements specified in BHEL specification HW12785.													
<i>Note- This is applicable for both registered as well as un-registered vendors.</i>														

➤ Quality Requirements-

Sl. No.	Quality Requirement	Vendor's confirmation (Y/N)
01	In case of Indigenous vendor 'Inspection by BHEL nominated inspection agency TUV' and in case of foreign vendor 'Inspection by their party inspection agency (LRS/TUV/BV)' as per standard quality plan no. QA/CF/QP/364 (Refer Annexure- V).	
<i>Note- This is applicable for both registered as well as un-registered vendors.</i>		

Signature with stamp**Name:****Name of Firm:****Designation:****Date:**

ANNEXURE-III**(Item Details and Delivery Schedule)**

Tender No.	Item Description	Mat. Code	Size	Qty. (Kg)	Delivery
F/F219/6/0938/K1	Steel Bars Alloy 783 Specification- HW12785 Rev: 00	HW1270285033	Dia- 40 mm, L= 2000-5000 mm	300	30/01/2017
		HW1270285017	Dia- 80 mm, L= 1500 mm	3650	30/01/2017
		HW1270285041	Dia- 95 mm, L= 3000 mm	5750	30/01/2017


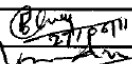
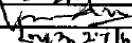
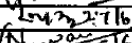
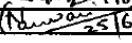
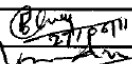
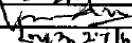
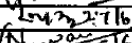
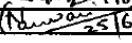
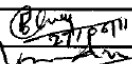
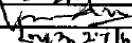
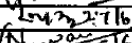
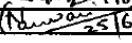
Remarks-


1. Quantity tolerance $\pm 5\%$ acceptable.
2. Material Code HW1270285033, Dia- 40 mm required in length of 2000 to 5000 mm.
3. Material Code HW1270285017, Dia- 80 mm required in fixed length i.e. L= 1500 mm.
4. Material Code HW1270285041, Dia- 95 mm required in fixed length i.e. L= 3000 mm.
5. Length tolerance of +10/-0 mm per piece is acceptable.
6. Comparative Statement will be evaluated on item wise basis after combining DEEC and PI Quantity.
7. To follow CVC guidelines, intending vendors has to comply all terms and conditions of integrity pact. Hence, submit two ink-signed copies of filled in integrity pact along with your offer in the enclosed format of integrity pact as per Annexure- X.
8. After placement of order vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of any delay, consequential losses like loss of input credit and non-availability of concessional forms etc. shall be to the vendor account.


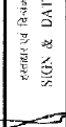

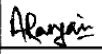

NOTE: THE QUANTITY INDICATED ABOVE CAN BE INCREASED/ DECREASED.



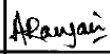
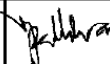
ANNEXURE-IV

(Specification)

दिनांक एवं प्रकाशित स्थान & DATE		संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)	HW 12785 पृष्ठ का Page 1 Of 4																																				
SUPERSEDES INVENTORY NO TLV 9540(01.07/04	STEEL BARS, ALLOY 783																																						
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	<p>1.0 GENERAL: This specification governs the quality of steel Bars of Alloy 783, material no. UNS R30783. General requirements as per AMS 5940.</p> <p>2.0 APPLICATION: For steam turbine bolts.</p> <p>3.0 CONDITION OF DELIVERY: Rolled / forged and Solutionized.</p> <p>4.0 DIMENSION AND TOLERANCES : Bars shall be supplied to the dimension specified on the purchase order.</p> <p>5.0 MANUFACTURE: The alloy shall be multiple vacuum melted using consumable practices in the re-melt cycle e.g. VIM + VAR or VIM +ESR. The bars can either be rolled or forged provided that the requested mechanical properties are met.</p> <p>6.0 HEAT TREATMENT: Bars shall be delivered in solutionized condition: Solution treatment: 1105 – 1120 °C /air *) *) The furnace cooling rate must be equivalent to an air cool.</p> <p>7.0 CHEMICAL COMPOSITION: Heat analysis in weight % :</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>C</td> <td>Si</td> <td>Mn</td> <td>P</td> <td>S</td> <td>Al</td> <td>B</td> <td>Cu</td> </tr> <tr> <td>≤0.03</td> <td>≤ 0.50</td> <td>≤ 0.50</td> <td>≤ 0.015</td> <td>≤ 0.005</td> <td>5.00 - 6.00</td> <td>0.003 - 0.012</td> <td>≤ 0.50</td> </tr> </table> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>Cr</td> <td>Ni</td> <td>Ti</td> <td>Fe</td> <td>Nb</td> <td>Co</td> </tr> <tr> <td>2.50 - 3.50</td> <td>26.0 – 30.0</td> <td>0.10 – 0.40</td> <td>24.0 – 27.0</td> <td>2.50 – 3.50</td> <td>Rest</td> </tr> </table> <p>8.0 METALLOGRAPHY: The ASTM grain size per melt and heat treatment batch in solution annealed condition shall be determined in accordance with ASTM E 112.</p> <ul style="list-style-type: none"> Bars with D ≤ 85mm shall exhibit a homogeneous microstructure along the whole bar section with a grain size 5 or finer. Bars with D > 85mm shall exhibit a homogeneous microstructure along the whole bar section with an average grain size 4 or finer. 			C	Si	Mn	P	S	Al	B	Cu	≤0.03	≤ 0.50	≤ 0.50	≤ 0.015	≤ 0.005	5.00 - 6.00	0.003 - 0.012	≤ 0.50	Cr	Ni	Ti	Fe	Nb	Co	2.50 - 3.50	26.0 – 30.0	0.10 – 0.40	24.0 – 27.0	2.50 – 3.50	Rest								
C	Si	Mn	P	S	Al	B	Cu																																
≤0.03	≤ 0.50	≤ 0.50	≤ 0.015	≤ 0.005	5.00 - 6.00	0.003 - 0.012	≤ 0.50																																
Cr	Ni	Ti	Fe	Nb	Co																																		
2.50 - 3.50	26.0 – 30.0	0.10 – 0.40	24.0 – 27.0	2.50 – 3.50	Rest																																		
स्वाधिकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत हीवी इलेक्ट्रिकल्स की संपत्ति है। इसका प्रयोग एवं आगे का उपयोग बिना लिखित अनुमति के बिना नहीं किया जा सकता है।	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TSX</td> <td style="width: 20%;">B. CHAUDHARY</td> <td style="width: 20%; text-align: center;">  </td> <td style="width: 15%;"></td> <td style="width: 15%;">नाम</td> <td style="width: 15%;">दिनांक एवं हस्ताक्षर</td> </tr> <tr> <td>MHC & PSC</td> <td>V.K. CHAUHAN</td> <td style="text-align: center;">  </td> <td></td> <td>NAME</td> <td>SIGNATURE & DATE</td> </tr> <tr> <td>STE</td> <td>REAGARWAJ</td> <td style="text-align: center;">  </td> <td>अनुवादक</td> <td>TRANSLATED BY</td> <td></td> </tr> <tr> <td>QAX</td> <td>N.K. MANWANI</td> <td style="text-align: center;">  </td> <td>निरीक्षणकर्ता</td> <td>WORKED BY</td> <td>Pankaj Agarwal</td> </tr> <tr> <td></td> <td></td> <td></td> <td>जांचकर्ता</td> <td>CHECKED BY</td> <td>Ashish Ranjan</td> </tr> <tr> <td></td> <td></td> <td></td> <td>पर्यवेक्षणकर्ता</td> <td>SUPERVISED BY</td> <td>Gopal Krishnan</td> </tr> </table>			TSX	B. CHAUDHARY			नाम	दिनांक एवं हस्ताक्षर	MHC & PSC	V.K. CHAUHAN			NAME	SIGNATURE & DATE	STE	REAGARWAJ		अनुवादक	TRANSLATED BY		QAX	N.K. MANWANI		निरीक्षणकर्ता	WORKED BY	Pankaj Agarwal				जांचकर्ता	CHECKED BY	Ashish Ranjan				पर्यवेक्षणकर्ता	SUPERVISED BY	Gopal Krishnan
TSX	B. CHAUDHARY			नाम	दिनांक एवं हस्ताक्षर																																		
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सामग्री नंबर INVENTORY NO. P-4099	स्वीकृति : संस्थान मानक समिति APPROVED : PLANT STANDARDS COMMITTEE			Gr.No 2.60																																			
REV. NO. 00 Dt. 14.06.11	निर्माण : PREPARED : MTE		जारी : मानक विभाग ISSUED : STANDARDS DIVISION		दिनांक : DATE : 14.06.2011																																		

पत्रिका का क्रमांक SIGN & DATE		संस्थान क्रय विनिर्देश (डीप - हरिद्वार)		HW 12785											
		PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)		पृष्ठ का Page 2 of 4											
SUPERSTORES INVENTORY NO.	9.0 MECHANICAL PROPERTIES: 9.1 As solution heat treated: A hardness test shall be performed to verify the uniformity of the strength within a delivery lot (per melt and heat treatment batch). The test amount shall be 10% of the bars with a minimum of 10 bars. When the lot consists of less than 10 bars all bars shall be tested. A maximum hardness in solid solution condition of HRC 29 shall be achieved.														
सामग्री सूची संख्या की अधिकारिता संख्या है।	9.2 Testing of Representative Mechanical Properties in Precipitation Heat Treated Condition The mechanical properties are to be determined for each heat treatment batch. The test pieces are to be heat treated according to the following: 1. 843°C ± 8°C/ 2-4 h/ air *) down to RT 2. 718°C ± 8°C/ 8 h/ furnace cool with 55°C/h down to 621°C/621°C ± 8°C/ 8h/ air *) *) The furnace cooling rate must be equivalent to an air cool														
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be sold, leased, or indirectly, in any way, detrimental to the interest of the company.	9.2.1 Mechanical properties at Room Temperature The following properties shall be reached at room temperature:														
	<table border="1"> <thead> <tr> <th>0.2% Proof strength (N/mm²)</th> <th>Tensile strength (N/mm²)</th> <th>Elongation (l=4d) (%)</th> <th>Reduction of area (%)</th> <th>Hardness HRC</th> </tr> </thead> <tbody> <tr> <td>≥ 724</td> <td>≥ 1103</td> <td>≥ 12</td> <td>≥ 20</td> <td>≥ 27</td> </tr> </tbody> </table>					0.2% Proof strength (N/mm ²)	Tensile strength (N/mm ²)	Elongation (l=4d) (%)	Reduction of area (%)	Hardness HRC	≥ 724	≥ 1103	≥ 12	≥ 20	≥ 27
0.2% Proof strength (N/mm ²)	Tensile strength (N/mm ²)	Elongation (l=4d) (%)	Reduction of area (%)	Hardness HRC											
≥ 724	≥ 1103	≥ 12	≥ 20	≥ 27											
	9.2.2 Tensile test at 650°C The following properties shall be reached at 650°C:														
	<table border="1"> <thead> <tr> <th>0.2% Proof strength (N/mm²)</th> <th>Tensile strength (N/mm²)</th> <th>Elongation (l=4d) (%)</th> <th>Reduction of area (%)</th> </tr> </thead> <tbody> <tr> <td>≥ 621</td> <td>≥ 896</td> <td>≥ 15</td> <td>≥ 25</td> </tr> </tbody> </table>					0.2% Proof strength (N/mm ²)	Tensile strength (N/mm ²)	Elongation (l=4d) (%)	Reduction of area (%)	≥ 621	≥ 896	≥ 15	≥ 25		
0.2% Proof strength (N/mm ²)	Tensile strength (N/mm ²)	Elongation (l=4d) (%)	Reduction of area (%)												
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स्वत्वधिकार एवं गोपनीय इस दस्तावेज़ में दी गई जानकारी भारत भारती इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रयोग एवं प्रसारण के बिना भारत भारती इलेक्ट्रिकल्स की लिखित अनुमति के बिना नहीं किया जा सकता है।	9.2.3 Creep Rupture Test at 650°C A creep rupture test using a standard cylindrical combination smooth and notched specimen according to ASTM E 292 is to be carried out at 650°C under an axial stress of 586 MPa. The rupture time has to be longer than 23 hours together with an elongation of more than 8%. The rupture shall occur in the smooth part of the specimen. Separate smooth and notched specimen machined from adjacent sections to the same piece with gage sections conforming to the dimensions of the ASTM E 292 may be tested individually at 650°C under an axial stress of 586 MPa. The smooth specimen shall not rupture in less than 23 hours together with an elongation of more than 8%. The notched specimen shall not rupture before the smooth one.														
संस्कार का क्रमांक SIGN & DATE	9.2.4 Coefficient of Linear Expansion: The mean coefficient of linear thermal expansion between room temperature and 650°C is to be determined and shall be reported within the documentation. It shall not exceed $13.5 \times 10^{-6} \text{ } ^\circ\text{C}^{-1}$.														
सामग्री सूची संख्या INVENTORY NO	REV.NO.		निर्माणाकर्ता WORKED BY	A. Ranjan	23.06.11										
P-4099	00		जांचकर्ता CHECKED BY	Gopal Krishnan	22.6.11										

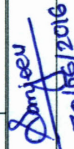
निर्माण की तिथि SIGN & DATE		संस्थान क्रय विनिर्देश (हीप - हार्डवयर) PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)		HW 12785 पृष्ठ का Page 3 of 4	
सुप्लाइड्स INVENTORY NO निर्माण की तिथि अंशित करने हे	10. OUTER AND INNER QUALITY / NDE: 10.1 Scope of Inspection: Following NDE shall be performed in delivery condition (as solution heat treated): - Verification inspection of all bars - Complete ultrasonic inspection (UT) of all bars according to EN 10308 type 1a-1c (table 1) 10.2 Criteria for registration and decision: Regarding UT inspection quality class 3 according to EN 10308 (table 3) shall be applied. The decision limit for loss of back wall echo is 3 dB for all bar dimensions. Any linear or surface like in-homogeneity larger than 10mm in any direction is not acceptable.				
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used, copied, or disclosed in any way detrimental to the interest of the company.	11.0 MARKING: The manufacturer has to mark the products in such a way that it is possible to identify the heat, heat treatment batch, steel quality and origin of the delivery. With that purpose following marking shall be provided: - ID-no. - Name of the manufacturer, trademark or logo - Material designation - Manufacturer identification number. This number shall allow for the identification of the heat treatment batch. The marking of the materials shall be such that heat no., steel quality & manufacturer name / identifications are legible.				
स्वाधिकार एवं गोपनीय इस दस्तावेज में दी गई जानकारी का उपयोग केवल हीप-हार्डवयर के लिए किया जाना चाहिए। इस दस्तावेज में दी गई जानकारी को किसी भी प्रकार के प्रकाशन, प्रसारण, वितरण, या अन्य किसी भी प्रकार के उपयोग के बिना नहीं किया जा सकता है।	12.0 TEST CERTIFICATES: The supplier shall supply four copies of test certificates as per EN 10204, certificate 3.1 B, unless otherwise stated on the order. The test certificates shall contain the following: - BHEL References: Specification no., Purchase orders no. - material designation - heat no, heat analysis, and melting method - lot and test no. - Complete information on all heat treatments performed, - result of the grain size determination				
निर्माण की तिथि SIGN & DATE 	 23/6/11				
निर्माण की तिथि INVENTORY NO P-4099	REV.NO. 00		निर्माणकर्ता WORKED BY A. Ranjan		23.06.11
			जांचकर्ता CHECKED BY Gopal Krishnan		23.6.11

प्रमाणित की तिथि SIGN & DATE		संस्थान क्रय विनिर्देश (हीप - हार्डवयर) PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)		HW 12785 पृष्ठ का Page 4 of 4	
SUPERSEDES INVENTORY NO (अपनी सूची में इसका कोई अतिरिक्त स्थान है)	<ul style="list-style-type: none"> - Hardness measurements in solution heat treated condition. All individual values shall be reported - Coefficient of linear expansions - Confirmation of the verification test - Results of non destructive inspection 				
COPYRIGHT AND CONFIDENTIAL. The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	13.0 CLEARANCE FOR DELIVERY : <p>The total results of the tests carried out are the deciding factor for clearance for delivery. BHEL shall evaluate the total results taking into consideration the intended use of the material and examines accordingly the permissibility of deviation (if any) from the specified properties. The clearance however does not relieve the supplier of his responsibility for the hidden non-permissible defects, which are found later.</p> 14.0 CROSS REFERRED STANDARDS: AMS 5940, ASTM E 292, ASTM E 112, EN10204, EN 10308				
स्वत्वाधिकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत भारती इलेक्ट्रिकल्स की सम्पत्ति है। इसका प्रयोग केवल भारत भारती इलेक्ट्रिकल्स के लिए ही किया जाना चाहिए। किसी भी तरह के प्रयोग के बिना इस दस्तावेज को किसी भी तरह से प्रसारित नहीं किया जाना चाहिए।					
प्रमाणित की तिथि SIGN & DATE 	28/6/11				
शीट की संख्या INVENTORY NO P-4099	REV.NO. 00		निर्माणकर्ता WORKED BY	A. Ranjan	 23.06.11
			जांचकर्ता CHECKED BY	Gopal Krishnan	 (23-6-11)

ANNEXURE-V

(Quality Plan QA/CF/QP/364)

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN					TO BE FILLED BY BHEL				TO BE FILLED BY BHEL								
VENDOR'S NAME		ITEM	STEEL BARS, (ALLOY)	QP NO.	QA/CF/QP/364														
BHEL				REV.	00														
DRG. NO.		CHARACTERISTICS		CLASS		TYPE OF CHECK		QUANTUM OF CHECK		REFEREN		ACCEPTANCE		FORMAT OF		AGENCY		REMARKS	
SPEC.			HW12785	00															
REV.																			
COMPONENT & OPERATIONS		3		4		5		6		7		8		9		10		11	
SL. NO.		2		4		5		6		7		8		9		10		11	
1.	METING AND REFINING (VIM + VAR) or (VIM + ESR)	CHEMICAL COMPOSITION	MAJOR	SPECTRO ANALYSIS	EACH HEAT	HW12785	HW12785	TC											
2.	ROLLING / FORGING	TIME & TEMPERATURE	MAJOR	HT CHART	100%	AS PER VENDOR'S PRACTICE	IR												
3.	SOLUTION TREATMENT	HARDNESS	MAJOR	HARDNESS	10% PER HEAT PER HT BATCH OR MIN 10 BARS WHICHEVER IS MAXIMUM	HW12785	HW12785	TC											
4.	HARDNESS TEST IN SOLUTION HEAT TREATED CONDITION	GRAIN SIZE / MICROSTRUCTURE	MAJOR	METALLOGRAPHIC EXAMINATION IN SOLUTION ANNEAL CONDITION.	1 BAR PER HEAT PER HT BATCH	HW12785	HW12785	TC											
5.	METALLOGRAPHIC EXAMINATION IN SOLUTION ANNEAL CONDITION.																		


APPROVED BY

 30/06/2016
 S.K. BHARDWAJ
 SR. ENGR (SAX-BOI)
 BHEL

FOR CUSTOMER USE

LEGEND:
 ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION
 M: MANUFACTURER / SUBCONTRACTOR
 B: BHEL NOM. INSPECTION AGENCY "TUV" (INDIAN VENDORS)
 N: CUSTOMER
 INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION
 ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CIP' OF CUSTOMER

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL															
VENDOR'S NAME		ITEM		STEEL BARS, (ALLOY)		OP.NO.		QA/CF/QP/364		FORMAT OF RECORDS		AGENCY		REMARKS											
BHEL		DRG. NO.		REV.		OP.NO.		REV.		M		B		N											
SL. NO.		COMPONENT & OPERATIONS		CHARACTERISTICS		CLASS		TYPE OF CHECK		QUANTUM OF CHECK		REFEREN CE DOCUMENT		ACCEPTANCE NORMS		8		9		D		10		11	
1		2		3		4		5		6		7		8		9		D		10		11			

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL															
VENDOR'S NAME		ITEM		STEEL BARS, (ALLOY)		OP.NO.		QA/CF/QP/364		FORMAT OF RECORDS		AGENCY		REMARKS											
BHEL		DRG. NO.		REV.		OP.NO.		REV.		M		B		N											
SL. NO.		COMPONENT & OPERATIONS		CHARACTERISTICS		CLASS		TYPE OF CHECK		QUANTUM OF CHECK		REFEREN CE DOCUMENT		ACCEPTANCE NORMS		8		9		D		10		11	
6.		PRECIPITATION HEAT TREATMENT OF TEST PIECES		TIME & TEMPERATURE		MAJOR		HT CHART		ONE PER HEAT PER HEAT TREATMENT BATCH.		HW12785		HW12785		TC		TC		P		V			
6.1		MECHANICAL TESTING AT ROOM TEMPERATURE		0.2% PROOF STRENGTH TENSILE STRENGTH % ELONGATION % REDUCTION IN AREA HARDNESS		MAJOR		MECHANICAL TEST		100%		HW12785		HW12785		TC		TC		P		W			
6.2		TENSILE TEST AT 650°C		0.2% PROOF STRENGTH TENSILE STRENGTH % ELONGATION % REDUCTION IN AREA		MAJOR		MECHANICAL TEST		100%		HW12785		HW12785		TC		TC		P		W			
6.3		CREEP RUPTURE TEST AT 650°C				MAJOR		CREEP		AS PER SPEC		HW12785		HW12785		TC		TC		P		W			
6.4		COEFFICIENT OF LINEAR EXPANSION				MAJOR				AS PER SPEC		HW12785		HW12785		TC		TC		P		W			
7.		NDT		INTERNAL DEFECTS		MAJOR		UT		100%		HW12785		HW12785		TC		TC		P		W		*10% RANDOM	
8.		MATERIAL IDENTIFICATION / VERIFICATION CHECK				MAJOR				100%		HW12785		HW12785		TC		TC		P		W		*10% RANDOM	
9.		VISUAL & DIMENSIONAL CHECK		VISUAL & DIMENSION		MAJOR		VISUAL & MEASURE		100%		PURCHASE ORDER		PURCHASE ORDER		TC		TC		P		W		*10% RANDOM	
10.		IDENTIFICATION MARKING		MARKING		MAJOR		VISUAL		100%		HW12785		HW12785		TC		TC		P		V			

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL					
MANUFACTURER/SUBCONTRACTOR															
LEGEND:												FOR CUSTOMER USE			
I: RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.												APPROVED BY			
M: MANUFACTURER / SUBCONTRACTOR												 30/05/2016			
B: BHEL NOM. INSPECTION AGENCY "TUV" (INDIAN VENDORS)															
N: CUSTOMER															
THIRD PARTY INSPECTION AGENCY LRS/TUB/BV (FOR FOREIGN VENDORS)															
INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION															
ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER															

ANNEXURE- VI

Certificate by Chartered Accountant on letter head

This is to Certify that M/s
(hereinafter referred to as 'company') having its registered office atis
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)
.....dtd:.....,
Category:.....(Micro/Small).(copy enclosed).

Further verified form the Books of Accounts that the investment of the company as
on dateas per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs..... Lacs for
.....micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from
its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification
dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

ANNEXURE- VII

TERMS AND CONDITIONS OF REVERSE AUCTIONING

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., **ON LINE BIDDING (THROUGH A SERVICE PROVIDER)**. The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (Annexure VIII) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (**Annexure IX**) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. **In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**

ANNEXURE- VIII

Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To
Name & Address of Service Provider
For Reverse Auction (Will be informed
Later)

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. **F/F219/6/0938/K1**.

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per **Annexure - IX** within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and Service provider of Reverse Auction

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –
Company / Organization
Designation within Company / Organization
Address of Company / Organization

- Sign this document and Fax it to Service provider of Reverse Auction at 24 Hrs prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to Service provider of Reverse Auction.

ANNEXURE- IX

RA price confirmation and breakup

To

Name & Address of Service Provider
For Reverse Auction (Will be informed
Later)

CC: M/s BHEL
Heavy Electricals Equipment Plant, Haridwar

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs.{_____} for item covered under tender enquiry No. F/F219/6/0938/K1.

Total price of the items covered under above cited enquiries is inclusive of
{Packing & forwarding, E.D., C.S.T., freight and insurance charges up to BHEL Haridwar District
Haridwar state- Uttarakhand and Type Test Charges etc., (exclusive of service tax), other as per
NIT}

as our final landed prices as quoted during the Reverse Auction conducted today
{date} which will be valid for a period of 60 days.

The price break-up including that of line items is as given below.

Total -Rs. =====
=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name: Company:

Date:

Seal:

ANNEXURE- X

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 IPC/ PC 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 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.

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 Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 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 /Sub-contractors

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.
- 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 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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.

- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as 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) _____
