Domain :	bhel.abcprocure.com
Parent department:	BHEL Trichy

Unit name	:	BHEL Trichy			
Purchase group	:	FB Consumable-PRDN	RFQ/NIT/Enquiry Officer	:	KILLIVALAVANR
Event ID	:	31201	RFQ/NIT/Enquiry no.	:	1901900145
Enquiry Date	:	12/07/2019 05:30:00			
Tender Description	:	SUPPLY OF SUPER KEROSENE OIL			
Terms & Conditions	:	REFER ATTACHED ANNEXURES:- 1) ANNEXURE-A 2) ANNEXURE-B 3) ANNEXURE-C 4) ANNEXURE-D 5) PQC (PRE QUALIFICATION CRITERIA) 6) ANNEXURE-E 7) ANNEXURE-N 8) ANNEXURE-I 9) ANNEXURE-II			
Product / service / work keywords	:	Kerosene,			
No. of Bid Parts	:	Multiple	Envelope	:	Techno-commercial bid , Price bid
Type of contract	:	Goods	Project duration / delivery or completion period	:	1 year
Download document	:	Before login	RFQ floated under the policy	:	PP-PURCHASE POLICY
Estimated Category	:	R	IEM	:	Shri D.R.S Chaudhary, IAS (Retd.),Mrs. Pravin Tripathi, IA & AS (Retd.)
No. of items already attached	:	1	Delivery/Location At	:	
Delivery Date	:	31/07/2020 05:30:00	Inspection by Agency	:	BY BHEL AT SSTP STORES
Inspection Location	:	BHEL SSTP STORES	Min. bid required	:	3

Bid submission configuration

Bid evaluation	:	Item wise	Bidding access	:	Open Tender
Base currency	:	INR	Bidding type	:	NCB/Indigenous

Key configuration

Pre-bid meeting	:	Don't allow

Dates configuration

Document downloading start date	:	12/07/2019 17:30:00	Document downloading end date	:	19/07/2019 14:00:00
Bid submission start date	:	12/07/2019 17:30:00	Bid submission end date	:	19/07/2019 14:00:00
Bid opening date	:	19/07/2019 14:30:00			

Document / EMD / Security fee detail

Document fees	:	Not required	EMD	:	Not required

Bidding forms

PRICE BID

PRICE BID

MATERAIL CODE	ITEM NAME	QUANTITY	UNIT OF MEASUREMENT
000000130070060000	SUPER KEROSENE - Furnace Grade Fuel	11550.00	KL

Information for Online Participation

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 using that they can digitaly sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact e-Procurement Technologies Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.
Corporate Office:
Address : A-201/208, Wall Street - 2, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav
Cell : +91-9099090830
Phone Nos. : +91-9099090830
Fax No :
e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad
Cell : +91-9265562819
Phone Nos. : +91-79-68136809/871/861/823/872
Fax No :
e-Mail : Bhel.Support@abcProcure.com

Bidder who wish to participate in e-Tender need to fill data in predefined forms of Price bid available in respective tender only. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.Bidder need to submit Document Fees, EMD & Reference Documents in hard copy if such instruction are given by tendering authority.As Per the new Inter-operability guidelines released by Controller of Certifying Authorities(CCA), the Secured Socket Layer(SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2.

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop.In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcprocure.com just below the label of "Knowledge section".

Fraud Prevention

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.

Preference to Make in India

For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after 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. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

Annexure A

I) INSTRUCTIONS REGARDING BID SUBMISSION IN EPS PORTAL

Interested bidders / Suppliers shall submit their offer through e-Procurement mode at https://bhel.abcprocure.com. Offers in any other mode will not be accepted. For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps.

REQUIREMENTS

1. Computer with good Internet Connection (Minimum 256 kbps).
2. Operating System should be Windows Vista / Windows 7 and above.
3. Web Browsers: IE 9.0 (32-bit Browser only) & above, Mozilla Firefox up to version 51 (32 bit / 64 bit), Google Chrome 20.0 to 41.0
4. System Access with Administrator Rights
5. Digital Certificate: To participate in an e-Tender, you need to have a Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

Steps for registration & bidding:

For registration & submitting bids, suppliers shall follow the link "Bidder manual for BHEL Bidders" in https://bhel.abcprocure.com.

In case of any assistance, please call the following Nos for support:

Contact: +91-79-40270549/560/590.

II) GENERAL CONDITIONS:

1) Bidders are requested to quote their offer price on F.O.R Destination (BHEL/SSTP--Stores) basis only (The basic price of the material quoted in the bid should be inclusive of Packing, Forwarding, freight and transit insurance, etc.,).

Ex-works offers will be summarily rejected without further clarification.

2) No charges shall be indicated as "Lumpsum" or "Approximate" in absolute value. All charges like taxes and duties should be clearly specified as "percentage" of the quoted rates.

3) If GST is payable as extra to the quoted price should be specifically stated in quotations failing which the purchaser will not be liable for payment of GST. Our GST No. is **33AAACB4146P2ZL.**

4) Manufacturer's name, trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

5) Products with I.S.I. certification marks will be preferred.

6) The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept in Part or full without assigning any reason whatsoever.

7) The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

8) The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and abcprocure Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.

9. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

III) TERMS AND CONDITIONS OF THE ENQUIRY

1. Offers should have a validity of minimum 90 days from the date of technical bid opening.
2. The offer should be submitted in two parts (Part-I—Techno commercial Bid) and (Part-II—Price Bid) before the due date and time mentioned in EPS.
3. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required if any, will be called for from the bidders on technical and commercial points. If no reply is received from the supplier for the clarification raised by BHEL with in the final cut-off date those suppliers offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.

4. The offer will be evaluated based on the quote submitted by bidders at the time of Technical bid opening. However price prevailing at the time of supply shall be applicable.

5. In the event of more than one supplier becoming L1 for the item, negotiation will be conducted for deciding the L1 supplier.

6. <u>Order sharing Ratio</u>: 100% Quantity will be shared in the ratio of 60: 40 along with MSE Clause—**Please Refer point No: 13 of this Annexure for details.**

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

8. The rates are to be quoted on F.O.R. destination basis only (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to supplier account). Other delivery conditions like Ex-works / Ex-Godown/ Transportation of materials through transport carriers from your works up to the transport carrier's office at Tiruchy and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us and such offers will be summarily rejected.

9. Payment Terms (Indigenous):-

i) **100% direct EFT Payment in 10 days from Invoice date.**

ii) **Offers with any other payment terms viz advance payment or credit payment of less than 10 days from the date of Invoice or any other conditions in the payment terms will summarily be rejected.**

10. Liquidated Damages (LD) clause.

Staggered delivery schedule

In case of staggered delivery schedule, if the Supplier fails to deliver the quantity of any line item of the P.O within the period specified in that line item, Purchaser shall deduct Liquidated Damages, 0.5% of the undelivered portion per week delay or part thereof subject to maximum of 10% of the total order value

Liquidated Damages (LD): (Any deviations shall attract loading to the extent of relaxation sought to which it is not agreed by the bidder at offered value).

11. RISK PURCHASE: Alternatively 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 supplier 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 substitutes therefor. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in LD clause above.

12. GST DETAILS:

i) **Supplier should mention the Valid GST registration number and HSN/SAC code of the respective items of the Enquiry while submitting their quotation.**

ii) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

iii) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

iv) A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

v) All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

vi) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

vii) For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

viii) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/suppliers. Hence applicable GST shall also be recoverable from suppliers/suppliers on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

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

i. 25% of the tendered quantity is earmarked for MSE suppliers **(Manufacturers Only)** in this tender. **Trading Enterprises / services in MSE category are not eligible for Ordering**.

ii. Out of the 25% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs and a minimum 3% reservation for women owned MSEs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs and 3% reservation for women owned MSEs shall be met with other MSE enterprise/s.

iii. Definition of MSE's owned by SC/ST:-

a) In case of Proprietary of MSE, proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit

c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters.

iv) The earmarked 25% quantity will be counter offered to the MSE suppliers whose rate is within L1+15% band. In case of more than one such MSE, the supply shall be shared proportionately subject to acceptance of L1 price by MSE supplier. **In case of non-acceptance of the counter offering of 25% reservation to MSE suppliers, the total tender quantity will be ordered as mentioned in point No. (vi) of this Clause.**

v) If L1 is from a Micro / Small enterprise, the 25% earmarking provision is not applicable and order will be split in the ratio of 60:40 (between L1 , L2 / L3 at matched L1 F.O.R rate in the order of commercial ranking). Counter offering of L1 rate will not be made with any H1 supplier of Non-MSE.

vi) If there is no response from MSE suppliers, the above split up of **13 (i) & 13 (iv)** will not be applicable and the total tender quantity will be split and ordered in the ratio of 60:40 (between L1, L2 / L3 / L4 at matched L1 F.O.R rate in the order of commercial ranking. Counter offering of L1 rate will not be made with any H1 supplier of Non-MSE.

vii) In case of counter offering rate does not accepted by the L2 / L3 as well as L4 supplier, such counter offer quantity also will be ordered on L1 supplier.

viii) MSE suppliers can avail the intended benefits only if they submit **Udyog Aadhar Memorandum (UAM)** along with the offer along with attested copy of a CA certificate applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

ix) In case of any change in the MSE status of the bidder, 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, 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.

x) Payment for MSE Indigenous suppliers will be as per MSME Act,2006.

14 Any new supplier will be eligible for registration with BHEL as MSE supplier if they provide **Udyog Aadhar Memorandum (UAM)** (Details as per Annexure-II) along with **attested copy of CA certificate** (Details as per Annexure-I) applicable for the relevant financial year (latest audited), However credential of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 13(i) at the time of tender evaluation.

15. PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

16. A quantity tolerance of +10% / -10% on the ordered quantity shall be applicable.

17. The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

18. Disclaimer Clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (abcprocure Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

19. Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

20. In case of any quality rejection of materials, the supplier has to collect the materials at his own cost within 10 days of rejection of advice. Otherwise the materials will be scrapped.

21. Unloading at BHEL has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.

22. Bidders not confirming to the enquiry specifications will be disqualified.

23. If Guarantee / Warranty period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection.

24. No revision of prices will be entertained up to evaluation after technical bid of the tenders are opened.

25. The e-Tender Due date falling on public holiday due to any circumstances, the tender will be opened on next working day.

26. For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.

27. Any other conditions which might have been quoted by the seller and are in contravention to the terms and prescribed in the enquiry and which have not been specifically accepted by purchaser will not be applicable to the contract.

28. Lowest price received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves the right not to consider the same. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.

29. ARBITRATION: All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and supplier as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Supplier shall continue to do the work as per terms & conditions of Contract.

ANNEXURE –B

COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS

TO BE SUBMITTED ALONG WITH PART – I (TECHNO COMMERCIAL BID)

S. NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION / DEVIATION (STRIKEOUT WHICHEVER IS NOT APPLICALE)
1	VALIDITY	90 DAYS FROM THE DATE OF TECHNICAL BID OPENING	NON DEVIATABLE
2	PRICE QUOTED	FOR DESTINATION / BHEL SSTP STORES / TRICHY	NON DEVIATABLE
3	GST DETAILS	CGST	____________ %
		SGST	____________ %
		IGST	____________ %
4	DELIVERY TERMS	Door Delivery basis to BHEL/SSTP/Stores as & when required.	NON DEVIATABLE
5	DELIVERY SCHEDULE	Staggered delivery from the date of PO - As & When required basis. SKO to be delivered within 48 Hrs from receipt of intimation from BHEL SSTP/TRICHY.	NON DEVIATABLE
6	PAYMENT TERMS	i) 100% direct EFT Payment in 10 days from Invoice date. ii) Offers with any other payment terms viz advance payment or credit payment of less than 10 days from Invoice date or any other conditions in the payment terms will summarily be rejected. (Please read S.No:9 of "Annexure – A")	NON DEVIATABLE
7	PRICE METHOD	The offer will be evaluated based on the quote submitted by bidders at the time of Technical bid opening. No price revision shall be entertained till completion of tender evaluation. The price list is revised by Govt. PSU Oil Companies on fortnightly basis. The quoted L1 price will be taken as reference for initial evaluation and ordering. The subsequent supply price will be fixed for every revision of price list published by the L1 Supplier. The purchase order will be amended accordingly.	NON DEVIATABLE
8	LD CLAUSE	0.5% PER WEEK TO MAXIMUM OF 10% (Please read S.No:10 of "Annexure – A")	NON DEVIATABLE
9	RISK PURCHASE CLAUSE	(For details please read S.No:11 of "Annexure – A")	NON DEVIATABLE
10	SPLITTING OF ORDER:	100% Quantity will be shared in the ratio of 60: 40 along with MSE Clause— **Please Refer point No: 13 of this Annexure for details.**	NON DEVIATABLE
11	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	To be filled mandatorily
12	Duly filled & signed Integrity Pact (IP) should be furnished along with offer as per Annexure-C, IP should be signed by the authorized official of the bidder/Supplier/contractor. Offer received without signed IP will be rejected.		CONFIRM / NOT CONFIRM
13	Bidders have to confirm that, whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL. (With reference to S.No.19 of Annexure – A).		YES / NO

Note: Please strike out whichever is not applicable

IMPORTANT NOTE:

Item wise confirmation of this format is essential to consider your offer.

SIGN AND SEAL OF THE AUTHORIZED
PERSON TO SIGN THE TENDER DOCUMENT

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.

Rkt -- --

For & On behalf of the Principal | For & On behalf of the Bidder/ Contractor

(Office Seal) R. KILLIVALAVAN Senior Engineer PURCHASE / PSS / MM BHEL, TRICHY - 620 014. | (Office Seal)

Place TRICHY-14

Date 11-07-2019

Witness: 11.07.19 | Witness: ____________________

(Name & Address) SHINO THOMAS DE/PSS, 24 Bldg. IVth Floor BHEL-TRICHY | (Name & Address) ____________________

Clause on IP in the tender

"Integrity Pact (IP)

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

Sl	IEM	Address	Phone & Email
1.	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony Bhopal 462016 (M.P.)	dilip.chaudhary@icloud.com
2.	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068	pravin.tripathi@gmail.com

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

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

Note:

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

Details of contact person(s):

(1)
Name: P.G.ABRAHAM VICTOR
Deptt: PURCHASE/MM
Address: BHEL, TRICHY-14
Phone: (Landline/ Mobile)
0431-2577645
Email: pgavictor@bhel.in
Fax: ____________

(2)
Name: R.KILLIVALAVAN
Deptt: PURCHASE/MM
Address: BHEL, TRICHY-14
Phone: (Landline/ Mobile)
0431-2577104
Email: kvalavan@bhel.in
Fax: ____________

ANNEXURE-D

DOCUMENTS TO BE SUBMIITTED AGAINST SUPPLIES

		Material: FURNACE GRADE FUEL (SUPER KEROSENE OIL)	
Sl.No		**Documents Details**	**Supplier to confirm**
01		Supplier should confirm to send the price revision details without a written request from BHEL every fortnight for issue of suitable amendment in the Purchase Order.	
02		***Materials are to be despatched along with the following documents with proper signature and seal while invoicing which is required for forwarding to Finance***	
	i)	***Invoice ------ORIGINAL FOR RECIPIENT***	
	ii)	***Invoice ------DUPLICATE FOR TRANSPORTER***	
	iii)	***Invoice ------ONE EXTRA COPY***	
	iv)	***Test certificate for every supply is to be sent along with the SKO Tanker vehicle without fail.***	
03		At the time of Receipt of SKO at BHEL(SSTP) Stores, measurement will be taken by Dip Method by our Stores staff. In case of any discrepancy/shortages noticed from the Invoice Quantity, the same to be duly signed in the respective Invoice as an acknowledgement by the driver of the SKO consignment vehicle concerned.	
04		Supplier should confirm to submit *CREDIT/DEBIT NOTE* for the differential values of invoice due to shortage or due to price revision. Payment will be processed only after receipt of credit note/debit note in Original.	
05		For booking shortage if any, conversion formula for quantity is to be clearly mentioned.(i.e dip measurement noted in mm to be converted into Litres) against each compartment of the SKO Tanker vehicle.	

Pre-Qualification Criteria for SUPER KEROSENE OIL

The following points are to be confirmed by the supplier,

Sl. No.	PARTICULARS	Supplier's confirmation.
1	Supplier Should **enclose copies of Recent Purchase Order** for the SKO supplies made. **(Minimum 2 PO Copies are to be attached as an experience and the date of Purchase Order shall be on or after 01.01.2016)**	Attached / Not Attached
2	Documentary proof for valid ISO:9001 certificate or Quality Management system certificate is to be attached.	Attached / Not Attached
3	Supplier should have the capacity to supply 40 KL / Day and at times of Peak Load to supply around 80 KL / Day.	Confirmed/ Not Confirmed
4	SKO supply to be effected within 48 Hrs from the time of intimation by e-mail from BHEL.	Confirmed/ Not Confirmed
5	Manufacturers only will be considered for evaluation.	Confirmed/ Not Confirmed
6	Dip measurement reading taken at the loading point is to be recorded in the Invoice which will be taken as reference during unloading at our SSTP,BHEL Stores.	Confirmed/ Not Confirmed
7	Supplier should submit Audited copies annual reports, Balance sheets and Profit & Loss statement for last four years (or from date of incorporation whichever is less)	Attached / Not Attached
8	Supplier should confirm SKO supply as per the enquiry specification mentioned in the material description Parameters (Point no. 1 to 11)	Confirmed/ Not Confirmed

ANNEXURE-E

Technical Parameters

MATERIAL:- SUPER KEROSENE OIL PARAMETERS:-

1. Density @ 15 Deg. C : 0.785 - 0.825
2. Flash point : 35 Deg. C Min.
3. Viscosity, Cst@ 38Deg.C : 1.0 -1.4
4. Composition : C7 to C17.
5. Aromatic content : 18%.
6. Sediment :Not Available.
7. Gross calorific value, est. max. : 11000 Kcals/Kg.
8. Cetane Number : 38 (approx.)
9. Pour point : Less than 0 Deg. C
10. Water Content : 500 ppm Max.
11. Total Sulphur : 0.25% max. 0.12% Typical.

SUPER KEROSENE OIL.
NOTE:

1.Loading temp. and Density should be system printed in delivery challan/Invoice or stamped one.

2.Test certificate of SKO for each tanker with reference to Purchase order specification shall be provided to the end user in original.

DELIVERY TEXT: Delivery shall be in a staggered manner based on requirement from the user and shall be deliverable within 48 Hrs from the receipt of E-mail or sms from our side.

BHARAT HEAVEY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620 014

ANNEXURE - N (To be submitted by all)

Sl No		Document Submsission
1	**Nature of ownership & relevant documents**	
	Proprietorship **Professional Tax Regn** **Municipal Regn**	**YES / NO** **YES / NO**
	Partnership firm **Partnership Deed**	**YES / NO**
	Co-operative society **Society rules & bye laws**	**YES / NO**
	Private/Limited Company **Memorandum & Articles of Association**	**YES / NO**
	State Govt. / Govt. Of India Undertaking **Memorandum & Articles of Association**	**YES / NO**
2	**Nature of Business** (Manufacturing Unit) (Indian Subsidiary - attach authorization certificate of principal)	**YES / NO**
3	**Manufacturing range & facilities: (If applicable)** • List down the product range & specification details. • List of Manufacturing facilities/equipment's (including material handling facility)	**YES / NO**
4	Licence details of the factory	**YES / NO**
5	• Permanent Account No • GST No • Regn number of category as per MSMED Act (If applicable)	**YES / NO** **YES / NO** **YES / NO**
6	**If registered with any other BHEL unit** • Letter of registration with BHEL unit (If applicable)	**YES / NO**
7	Accreditation certificate for ISO:9001 / TOC of Quality System manual / ISO:14000 / OHSAS ISO 18000 (If applicable)	**YES / NO**
8	**If offer is quoted by MSE Vendor** **If Yes, Please mention the following details**	**YES / NO**
a	**UDYOG AADHAAR MEMORANDAM**------------►Enclosed / Not Enclosed	**Enclosed / Not Enclosed**
b	**MSE Category Details---------**Manufacturer / Trader / Agent------------► **(Trader & Agent--Not eligible for MSE Category Preference)**	**Manufacturer / Trader / Agent**
c	**Details of MSE's owned by SC/ST --To be mentioned** **(Documentary proof to be attached)**	**YES / NO** **If Yes-----SC/ST (Please Tick)**
d	**If women owned MSE (To be mentioned)** **(Documentary proof to be attached)**	**YES / NO**

SIGN AND SEAL OF AUTHORIZED PERSON

ANNEXURE-I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S ……………………………………………………………………………………………, (hereinafter referred to as 'company') having its registered office at ………………………………………………………… is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part–II) ……………………………………………………………………………… dtd:………………………, Category: …………………… (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ………………… as 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 Rs………………………Lacs 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 which is not applicable)** and the date of graduation of such enterprise from its original category is ……………… (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise 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

Seal and Signature of Supplier

ANNEXURE-II

Online registration of Udyog Aadhar and providing benefit of Public Procurement Policy for MSE vendors

For ease of registration of Micro, Small and Medium Enterprises (MSMEs), Ministry of MSME has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs),Order 2012.

As per the Gazette notification dated 21.09.2015 of notification no. S.O. 2576(E) dated 18.09.2015 issued by Ministry of MSME regarding filing of Udyog Aadhaar by Mico, Small and Medium Enterprises. As per the notification, it is compulsory to register any new MSME on the Udyog Aadhaar portal.

Udyog Aadhaar portal is now operationalized and is available at http://udyogaadhaar.gov.in/ where MSME can file the Udyog Aadhaar. FAQ link of the same is available at http://udyogaadhaar.gov.in/UA/FAQ.aspx.

"………After the notification dated 18-09-2015, filing of EM-I/II by States/UTs should be discouraged and instead all efforts be made to popularize the filing of UAM on the portal created by Ministry of MSME i.e. http://udyogaadhaar.gov.in..."

"…It is clarified that once the UAM has been notified dated 18-09-15, there cannot be a different cut-off date announced for adopting UAM. However, in order to maintain continuity, the cases of EM-I/II filing under process till 18-09-2015 may be accepted…."

"….All other online/ offline systems of registration of MSMEs created and maintained by Central/State/UT Governments should cease to register new MSMEs forthwith. Such online platforms may be allowed to exist for the time being to enable access to useful legacy data for decision making. Henceforth, there should be only one system i.e. UAM for the registration of new MSME units….."

Hence, vide above gazette notification the registration of MSMEs is permitted based on the Udyog Aadhaar since filing of EM II may cease to exist for registering MSMEs in the near future.

This is for your kind information and needful please.

Seal and Signature of Supplier