

ANNEXURE-I**Pre-Qualification Criteria for procurement of Light Diesel Oil (LDO)**
The following points are to be confirmed by the supplier,

Sl. No.	PARTICULARS	Bidder to confirm	Bidder's Reply
1	Manufacturers only will be considered for evaluation.	Confirmed/ Not Confirmed	
2	Vendor should enclose Documental proof for valid ISO:9001 certificate or equivalent Quality Management system certification.	Attached / Not Attached	
3	Vendor should confirm LDO supply as per the enquiry specification mentioned in the Annexure-II (Technical Parameters-Point no.1 to 11)	Confirmed/ Not Confirmed	
4	Vendor should submit Test certificate of LDO supplied for each tanker either in hardcopy or through mail to the end user.	Attached / Not Attached	
5	Vendor should enclose copies of recent purchase orders for LDO for a minimum quantity of 500 KL. (minimum 2 PO copies are to be attached as an experience and the date of purchase order shall be on or after 01.01.2018).	Attached / Not Attached	
6	Vendor should enclose documental proof in support of having supplied LDO for a minimum quantity of 500 KL for the PO placed on or after 01.01.2018.	Attached / Not Attached	
7	Vendor should have the capacity to supply minimum 30 KL / Day and at times of Peak Load to supply around 80 KL / Day. Documental proof to be submitted.	Confirmed/ Not Confirmed	
8	Vendor should be able to supply LDO within 48 Hrs. from the time of intimation by e-mail from BHEL. Documental proof to be submitted.	Confirmed/ Not Confirmed	
9	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	
10	Vendor should submit Audited copies of Balance sheets and Profit & Loss statements for last Three years (or from date of incorporation whichever is less)	Attached / Not Attached	

Note:

Offers meeting the above prequalification criteria points only will be evaluated further. Otherwise the offers will summarily be rejected.

Signature & Seal

ANNEXURE-II

Technical Parameters

Required Light Diesel Oil as per Industrial Standard- IS :15770: 2008

1. Density @ 15 Deg.C: 820-880
2. Flash point: Min 66 Deg.C.
3. Kinematic viscosity cSt, at 40°C: 2.5-15.0
4. Acidity, Inorganic- Nil
5. Ash, percent by mass, Max 0.02
6. Carbon residue (Rams bottom) on whole sample, percent by mass, Max 1.5
7. Sediment, percent by mass, Max 0.10
8. Gross calorific value, est. Min 10712 Kcals/Kg.
9. Pour point1) Max:
 - a) Winter 12°C
 - b) Summer 21°C
10. Water content, percent by volume, Max 0.25
11. Total Sulphur, percent by mass, Max 0.8

NOTE:

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

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.

Signature & Seal



I. 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 etender_nic 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 etender_nic portal 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.

Offer Submission:

- This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (<https://eprocurebhel.co.in>) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.
- Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the E-Procurement NIC PORTAL (<https://eprocurebhel.co.in>) ONLY.
- Scanned copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal.
- At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites,
<https://eprocurebhel.co.in>
<http://www.bhel.com/tender/>
- Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements:**
Vendor shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (<https://eprocurebhel.co.in>). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on vendor and is valid legally.

II. TERMS AND CONDITIONS OF THE ENQUIRY

- Offers should have a validity of minimum 90 days from the date of technical bid opening.
- 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 NIC.
- 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.
- 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.
- Ranking:** In the event of more than one vendor becoming L1 for any of the item / items, revised bid will be invited for arriving L1. Even after getting revised offer, if more than one vendor becomes L1, lot system will be operated for arriving final L1.



6. REVERSE ACTION (RA) :-

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

7. Order sharing Ratio:

100% Quantity will be ordered on L1 Vendor. However, MSE Clause Split is applicable. Please refer point No: 14 of this Annexure-A for details.

8. 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.

9. 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.

10. Payment Terms (Indigenous):-

100% direct payment after 45 days from the date of receipt and acceptance of materials at BHEL SSTP / TRICHY

11. 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.

Loading Criteria on LD term for arriving the L1 rate:

Any deviation on BHEL LD clause, loading (Offered Value) will be applied to the extent to which it is not agreed by the bidder. *Acceptance of LD on undelivered portion will be loaded at the rate of 10% (max).

12. 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."

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may purchase from the alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the supplier who failed to supply the items with the due date.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the supplier.

The value under Risk purchase clause shall be calculated as follows:

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

Where,

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

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

H = Overhead Factor shall be taken as 5

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

*(Balance scope of work/ supply)

Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO/contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.

13. GST DETAILS:

- Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.



- Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - Vendor declaring such invoice in Form GST ANX-1
 - Receipt of Goods or Services and Tax invoice by BHEL
- As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.

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

(Subject to participating MSE vendors meeting the tender requirements of BHEL)

- a) As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration no along with Udyam registration certificate. MSE suppliers can avail the intended benefits only if they submit Udyam registration certificate along with the offer.
- b) 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE vendor within the "L1+15% price band", the supply shall be shared proportionately.
- c) In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier.
- d) Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%.
- e) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.
- f) If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.
- g) Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.



- h) 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.
- i) Non submission of Udyam registration certificate will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of Udyam registration certificate will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier.

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

15. Preference to Make in India:

It is proposed to include the following condition with respect to preference to make in India in this NIT

- Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 & 04.06.2020 & 16.09.2020 (as applicable) 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%.
- The local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 & 16.09.2020 (as applicable) issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- Only Class-I and Class –II local suppliers as per MII order dated 04.06.2020 will be eligible to bid. Non-Local suppliers as per MII order dated 04.06.2020 are not eligible to participate.

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

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 (**eprocurebhel**) 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. (Documentary proof for the published list price to be attached which should be relevant to the respective fortnight price)**

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 its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirappalli 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.

30. Suspension of business dealings

Guidelines for suspension of business dealings with suppliers/contractors. Details available on BHEL website <http://www.bhel.com> at "supplier registration" tab

31. Fraud Prevention Policy

"The bidder along with its associate/collaborators/sub-contractors /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 fraud or suspected fraud as soon as it comes to their notice.

32. Cartel Formation:

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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
1	VALIDITY	90 DAYS FROM THE DATE OF TECHNICAL BID OPENING	
2	PRICE QUOTED	FOR DESTINATION / BHEL SSTP STORES / TRICHY	
3	GST DETAILS	CGST	%
		SGST	%
		IGST	%
4	DELIVERY TERMS	Door Delivery basis to BHEL/SSTP/Stores as & when required.	
5	DELIVERY SCHEDULE	Staggered delivery from the date of PO - As & When required basis. LDO to be delivered within 48 Hrs from receipt of intimation from BHEL SSTP/TRICHY.	
6	PAYMENT TERMS	100% direct payment after 45 days from the date of receipt and acceptance of materials at BHEL SSTP / TRICHY	
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 quoted L1 price in the tender will be taken as reference for initial evaluation and ordering. The subsequent supply price will be fixed based on the price list published by the L1 vendor fortnightly or at times in between also. The purchase order will be amended accordingly as per the revision.	
8	LD CLAUSE	0.5% PER WEEK TO MAXIMUM OF 10% (Please read S.No:11 of "Annexure – A")	
9	RISK PURCHASE CLAUSE	(For details please read S.No:12 of "Annexure – A")	
10	SPLITTING OF ORDER:	100% Quantity will be ordered on L1 Vendor. However, MSE Clause Split is applicable. Please refer point No: 14 of this Annexure-A for details.	
11	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	To be filled mandatorily
12	Deceleration for Black-listed or not	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
13	Annexure-C	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.	
14	Annexure-D	Declaration for Preference to Make in India as per Annexure-D	
15	Annexure-E	DOCUMENTS TO BE SUBMITTED AGAINST SUPPLIES	
16	Annexure I & II	Confirmation for POC & Technical Specifications	

Note: Please fill-up all the column without fail

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

/ On Bidder's office letter pad /

Self-Declaration

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & order 04.06.2020 issued by DPIIT

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

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

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the yellow color field)

ANNEXURE-E

DOCUMENTS TO BE SUBMITTED AGAINST SUPPLIES

Material: FURNACE GRADE FUEL (Light Diesel 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 LDO Tanker vehicle without fail.	
03	At the time of Receipt of LDO 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 LDO consignment vehicle concerned.	
04	Supplier should confirm to submit <i>CREDIT/DEBIT NOTE</i> 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 LDO Tanker vehicle.	

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

ANNEXURE - N

THE FOLLOWING DATA SHOULD BE FURNISHED BY NEW VENDOR

NAME & ADDRESS OF THE VENDOR		Document Submission
CONTACT / COMMUNICATION DETAILS	Name of dealing officials	YES / NO
	LANDLINE & MOBILE NO:	YES / NO
	EMAIL ID:	YES / NO
BUSINESS TYPE	MANUFACTURER / TRADER / AGENT	YES / NO
MSE STATUS	MSE / NON-MSE	YES / NO
MSE TYPE	MICRO / SMALL	YES / NO
TYPE OF MSE FIRM	PROPRIETARY / PARTNERSHIP	YES / NO
IN CASE OF PARTNERSHIP	PERCENTAGE OF SHARES	YES / NO
Partnership firm	Registered Partnership Deed duly signed by Registrar of Firms	YES / NO
Proprietorship	Profession Tax Regn./ Municipal Regn/ PAN of Firm (Proprietor)	
Private/Limited Company/One Person Company	Memorandum of Association, Articles of Association and Certificate of Incorporation	YES / NO
Co-operative society	Society rules & bye laws	YES / NO
State Govt. / Govt. Of India Undertaking	Memorandum & Articles of Association	YES / NO
COPY OF PAN CARD		YES / NO
GST REGISTRATION DOCUMENT		YES / NO
Professional Tax Regn/ Municipal Regn		YES / NO
Licence details of the factory		YES / NO
Manufacturing range & facilities: (If applicable)	<ul style="list-style-type: none"> • List down the product range & specification details. • List of Manufacturing facilities/equipment's (including material handling facility) 	YES / NO
If registered with any other BHEL unit	Letter of registration with BHEL unit (If applicable)	YES / NO
Accreditation certificate for ISO:9001 / TOC of Quality System manual / ISO:14000 / OHSAS ISO 18000	(If applicable)	

SIGN AND SEAL OF AUTHORIZED PERSON

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.

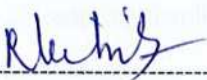
Section 9 - Pact Duration

- 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.



R. KILLIVALAVAN
 Senior Engineer
 PURCHASE / PSS / MM
 BHEL, TRICHY - 620 014

For & On behalf of the Principal


 For & On behalf of the Bidder/
 Contractor

(Office Seal)

(Office Seal)

Place TRICHY-14

Date 13-10-2021

Witness: 
 (Name & Address) Shano Thomas
MM/PSS, BHEL-TRICHY

Witness: _____
 (Name & Address) _____

Annexure - 2

INTEGRITY PACT: Signed Integrity pact (IP) should be furnished along with offer. IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP should be enclosed. This tender will be monitored by Independent external monitor (IEM). For information only.

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.No	IEM	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

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.

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):		
Name	P L Pramila	R Killivalavan
Dept	SDGM/MM/SDC & PSS	Sr.Engr MM/Services
Address	Bldg No:24, BHEL Trichy	Bldg No:24, BHEL Trichy
Phone	0431 -2574737	0431 -2577104
E-Mail	pramila@bhel.in	kvalavan@bhel.in