

## UNIFIED PROCUREMENT CELL (UPC)

### Corporate Office, BHEL

#### ANNEXURE – B

#### TERMS AND CONDITIONS FOR SUBMISSION OF OFFER

1. Offers shall be submitted in two Part bids system in e-tender portal. The bidder shall submit his response through bid submission to the tender on e-procurement platform at <https://eprocurebhel.co.in/> within 15:00 Hours of the due date of this tender. The bidder would be required to register on the e-procurement market place <https://eprocurebhel.co.in/> and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / Manual offers will not be accepted. Amounts shall be indicated in figures in the bid format, wherein for each item corresponding value in words will appear automatically. Supplier may take cognizance of the quoted value in both figures and corresponding words for each item before submission of bid.
2. Supplier needs to submit Integrity pact, MII declaration (in line with point 16 mentioned below) and Udyam certificate (if applicable for claiming MSE benefits) along with Price bid BOQ.
3. Offers should be in **ENGLISH** only.
4. Suppliers shall quote only for those items agreed in the MOU. Offers, quoted for items not covered in MOU, will not be considered for evaluation and will be rejected.
5. **Payment terms: Usance LC @ 60 days from the date of receipt of documents at Beneficiary bank counters. No other payment terms and any deviations will not be acceptable.**
6. **LD Clause: LD shall be 0.5 (half) % or part thereof of the undelivered portion, for each week of delay. The total damages owing to delayed delivery will not exceed 10 (ten) % of the undelivered portion of the contract value.**
7. The tender is governed by the Techno-Commercial MOU signed with BHEL, Trichy and terms and conditions indicated in this Annexure B of the tender. Supplier shall submit **Integrity Pact, MII declaration, UDYAM certificate** (if applicable) & **Price Bid** only. **In case if supplier takes deviation to the Techno-Commercial points of the MOU, the same will be ignored and the terms as agreed in the techno commercial MOU will be considered for evaluation. If any supplier quotes against this tender, it will be deemed that the offer/price submitted is in line with the terms and conditions agreed in the MOU, without any deviation to the same.**
8. **Evaluation criteria:** Tendered item(s) are required to meet the contractual requirements of our customers indicated in the tender. **Evaluation will be item-wise and only those Bidders who have a valid Techno-commercial MOU with BHEL and approved by the respective customers will only be qualified for the price bid opening for the given BOQ item.**

Details of Customers category:

Customer-1	BHEL
Customer-2	NTPC & PGCIL
Customer-4	TSGENCO
Customer-5	WBPDCCL & HPGCL

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9. **Reverse Auction:** Reverse Auction will not be conducted against this tender.
10. **Load Distribution (Splitting of total quantity of individual items among vendors) clause:** Total quantity of individual BOQ items will be awarded to respective L1 vendor only. Load Distribution (splitting of total quantity of individual items among vendors) will not be done against this tender.
11. The offer (price bid) will be opened after receipt of duly filled (signed & stamped) copy of integrity pact and MII declaration. Bids of those vendors who fail to provide integrity pact and MII declaration, will be rejected. Tentative Quantity to be ordered by BHEL Units/Regions distributed in geographical regions is as below **(Please note that below mentioned quantities against respective regions & locations are tentative. However, Quantities may be redistributed among various Units/Regions/Divisions of BHEL, to a limited extent, and purchase orders may be placed by any Unit/Region/Division of BHEL (with prior intimation to suppliers), as per actual requirements during the validity period of framework agreement):**

Note: Following regions/locations are tabulated to facilitate vendors in calculation for freight charges.

Region	TMT Steel Rebars (MT)	Tentative locations under respective region	
		State	Name of BHEL unit/Project site
Southern Region	7100	Karnataka	Koppal
		Tamil Nadu	TANGEDCO North Chennai TANGEDCO Udangudi
		Telangana	TSGENCO BHADRADRI , MANUGURU TSGENCO Kothagudem TSGENCO Yadadri
Eastern Region	7281	Jharkhand	NTPC - North Karanpura project PVUNL Patratu
		Bihar	NTPC Kahalgaon NTPC Nabinagar
		Odisha	NTPC Talcher OPTCL-ERSAMA & DUBURI
		West Bengal	WBPDCCL Sagardighi
Western Region	3970	Chattisgarh	NTPC Lara NTPC Sipat
		Maharashtra	NTPC Mauda
		Madhya Pradesh	HEP, Bhopal

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<b>Northern Region</b>	<b>4019</b>	Gujarat	Khavda
		Rajasthan	Neemrana; Lakhoosar-Bikaner
		Uttar Pradesh	NTPC Singrauli UPRVUNL Panki
		Uttarakhand	CFFP, Haridwar HEEP, Haridwar
		Haryana	DCRTPP, HPGCL, Yamunanagar
<b>Total</b>	<b>22,370</b>		

12. Offer shall be valid for ordering up to three months from Part - I bid opening date.

**13. Breach of contract, Remedies and Termination:**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manner:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.
- from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract

**14. Business Dealings with debarred Suppliers/ Contractors**

The offers of the bidders who are debarred from doing business with BHEL as also the offers of the bidders, who engage the services of the debarred firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

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

**1. Commitment by BHEL**

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

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#### 2. Commitment by Bidder/ Supplier/ Contractor

- a. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India
- b. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL
- c. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL

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

15. BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors shall apply to this Notice Inviting Tender/ Enquiry. The said Guidelines are available at [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf) The Bidders shall peruse the same prior to submission of the bid. Any action taken or proposed to be taken by BHEL under the said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law.

16. This tender shall be monitored by Independent External Monitor. Hence submission of Integrity Pact is mandatory.

**INTEGRITY PACT:** Signed Integrity pact (IP) should be furnished along with offer. IP would be signed & stamped (on all pages) by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP must be enclosed.

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.

SI No	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>

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3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>
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The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I 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	Ms Dolly Gera	Kumar Kishlaya
Designation/Dept	AGM (UPC)	Dy.Manager (UPC)
Address	BHEL House, Siri Fort, New Delhi	BHEL House, Siri Fort, New Delhi
Phone	0120-6748143/9425604796	011-66337710/9816400528
E-Mail	<a href="mailto:dollygera@bhel.in">dollygera@bhel.in</a>	<a href="mailto:kishlaya@bhel.in">kishlaya@bhel.in</a>

#### 14. **Conflict of Interest among Bidders/ Agents:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- they have controlling partner (s) in common; or
- they receive or have received any direct or indirect subsidy/financial stake from any of them, or
- they have the same legal/representative/agent for purposes of this bid; or
- they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on. the bid of another Bidder, or

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- e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - I. The principal manufacturer directly or through one Indian agent on his behalf; and
  - II. Indian/foreign agent on behalf of only one principal; **or**
- g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

#### 15. **Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:**

(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%.

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- 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) MSE suppliers can avail the intended benefits by submission of documents as per the latest notification of Ministry of Micro, Small and Medium Enterprises. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
16. **Applicability of PPP-MII order dated 04.06.2020**: This tender is governed by PPP-MII order dated 04.06.2020, issued by DPIIT, Government of India. Hence, all bidders must submit a declaration stating following details:
- a) Tender reference number, Viz. 2024Q2STEELSTR01
  - b) Percentage of local content in offered products
  - c) Place (s) of value addition in India

Note: The suppliers (bidders) shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.