An ISO 9001 Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

<table>
<tr><td colspan="2">NIT_60922 Corrigendum - 1

NIC Tender ID: 2021_BHEL_5683_1</td><td colspan="2">Phone: +91 431 257 7421, 7297
Email : vkaruna@bhel.in, hari.r@bhel.in.
Web : www.bhel.com</td></tr>
<tr><td>TWO PART BID
Tender to be submitted in two Parts through online EPS website: https://eprocurebhel.co.in</td><td>Enquiry Number:
2622100033</td><td>Enquiry Date:
15.10.2021</td><td>Extended Due date for submission of quotation:
29.11.2021</td></tr>
<tr><td colspan="4">You are requested to quote the Enquiry number date and due date in all your correspondence. This is only a request for quotation and not an order. Please note that under any circumstances both delayed offer and late offers will not be considered. Hence vendors are requested to ensure that the offer is uploaded in the EPS website before the closing time mentioned in the online enquiry.</td></tr>
<tr><td colspan="4">Tender Description: CNC Deep Hole Drilling Machine, Qty: 1 No.</td></tr>
</table>

Details of Corrigendum –1

- **Due date for the submission of quotation is extended to 29.11.2021**
- **Commercial Compliance Form No. ATP/TRY/IMP/02 for import suppliers were modified by deleting the repeated rows under Payment clause 6.0 is attached.**
- **Integrity format to be submitted by the bidder is attached.**

Tenders should be uploaded before 29.11.2021, 15:00 hrs. Online opening of tenders will be done on 29.11.2021, 15:30 hrs	Yours faithfully, For **BHARAT HEAVY ELECTRICALS LIMITED** Engineer / MM/ Capital Equipment

R. HARI
Engineer
MM / Capital Equipment
BHEL, TRICHY - 620 014

		Compliance Form NO: ATP/ TRY/ IMP/ 02
	BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI	
	CAPITAL EQUIPMENT /MATERIALS MANAGEMENT	
	COMPLIANCE FORM FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY FOREIGN VENDORS	
	(This should be essentially filled in and uploaded along with the techno-commercial offer without fail. If this compliance form is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)	
	(TENDER REQUIRING EMD, CEBG and PBG)	
	Description of the Equipment: Deep Hole Drilling Machine, Qty: 01 No.	
	BHEL Tender No. & Date: 2622100033 dated 15.10.2021	
	PART I of Tender: EMD/SWIFT message Copy + Technical Bid + Unpriced Bid + this compliance form	
	PART II of Tender: Price Bid(as per BOQ in the NIC portal)	
	ENQUIRY TERMS & CONDITIONS	**Vendor's Confirmation**
1.0	**PRICE BID:**	
	Part-II Price Bid contains the Bill of quantity (BOQ) in EXCEL where the rates have to be entered. The bidder has to quote charges for (i) Supply (Equipment, Spares, Accessories and Tools as indicated in BOQ and scope of supply) and (ii) Erection & Commissioning charges separately in the BOQ format uploaded in the NIC portal. Price Break-up for the values entered in the BOQ in excel should be uploaded separately in the NIC portal. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).	Accepted
	The bidder has to quote charges for ‘Supply’ and ‘Erection & Commissioning’ separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL). For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part - I in case of Two Part Bid) shall be considered.	
2.0	**CURRENCY OF PAYMENT:**	
	Foreign vendors to indicate the currency like Euro (€) / US$ / GBP / JY etc. in the confirmation column.In case the foreign vendor sources some components from India for direct supply to BHEL, the payment for those components shall only be in Indian Rupees	
3.0	**VALIDITY:**	
	Validity of the offer should be 180 days from the date of tender opening. BHEL reserves the right not to consider offers fom vendors with validity less than 180 days from the date of tender opening.	Accepted
4.0	**EARNEST MONEY DEPOSIT (EMD):**	
	In Order to ensure that the successful bidder / vendor does not refuse to execute the Order, after award of the same on him, each bidder / vendor will be required to furnish Earnest Money Deposit (EMD) along with their tender. EMD by the Tenderer will be forfeited as per Tender Documents if, after opening the tender, the Tenderer on his own makes variation in his earlier quoted rates or revokes/change any other condition of his tender within the validity period.	Accepted
	Foreign Bidders can remit their EMD amount through SWIFT to BHEL Bank Account and the copy of the SWIFT CONFIRMATION MESSAGE shall be submitted in Part – I sealed envelope. BHEL Bank Details: BENEFICIARY: BHEL ACCOUNT NO: 10891588977 SWIFT: SBININBB190 BANK: STATE BANK OF INDIA BRANCH: HE / KAILASAPURAM PLACE: TRICHIRAPPALLI, INDIA	
4.1	**RETURNING OF EMD:**	
	EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer. The EMD of successful bidder shall be returned after submission of CEBG. EMD shall not carry any interest.	Accepted
4.2	**The EMD amount for this Tender will be (INR) :**	**200,000**
5.0	**RELEASE OF PURCHASE ORDER:**	
	Purchase Orders will be released separately for supply and service portion on the successful vendor.	**Accepted**

6.0	**PAYMENT TERMS:**	
	For SUPPLY P.O. **BHEL Payment terms is 80 % payment on CAD basis within 45 days from the receipt of documents , specified in the PO, at BHEL Bank .Respective Bank charges to respective account.** If Vendor insists for LC , **Only Usance LC** with 45 days credit will be opened and further loading @ 1.5 % on the offerred value will be considered . LC validity period will be 90 days and for any extension , applicable charges will be to suppliers's account. (LC opening charges will be loaded while comparing the offers), Payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C value shall be made against Final Minutes of Meeting for E&C issued by BHEL and submission of PBG. Final Minutes of Meeting for E&C shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc as envisaged in PO. The L/C shall be opened as per following:	**Accepted**
	An Irrevocable Unconfirmed usance LC will be opened for 80% of the payment towards supply, due for shipment , only if the following conditions are met with:	
	i. After receipt of CEBG (as detailed under CEBG clause) ii. Not earlier than 60 days before the shipment date, iii. Only after BHEL receiving the Pre-dispatch Inspection call / intimation of readiness of the ordered items,from the supplier,	
	The above L/C can be negotiated after shipment against submission of B/L or AWB and other documents as mentioned in the Purchase Order. The above L/C will be valid for a maximum period extending 21 days beyond the shipment date for negotiation of documents based on the transit time required.	
	For BALANCE OF SUPPLY P.O. & SERVICE P.O. **Balance 20% of supply value plus 100 % of the E&C value after completion of the E & C of the equipment at BHEL will be paid as TT wire transfer against Final Minutes of Meeting for E&C, jointly signed by BHEL and supplier and submission of Performance bank Guarantee (PBG) by supplier.**	
6.1	**Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:**	
	If any Bidder requires a payment exceeding 80% of the PO value, such bidder have to submit Advance Bank Guarantee (ABG) in the prescribed Format given in Annexure C of this tender for the amount over and above 80% but restricted to 90% of the PO value, along with the invoice / despatch documents. This ABG shall be valid up to the date of Final Minutes of Meeting for E&C for the equipment. Additionally, for any deviation sought as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, the following loading pattern shall be followed: **Base rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder.**	Accepted
7.0	**Value for Erection & Commissioning at BHEL:**	
	Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). **E&C is in the scope of supplier**, and hence the **E&C value should be quoted separately. In case supplier quote E&C as free of cost the above conditions apply.** .	Accepted
	E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, or in case supplier quote E&C Value as free of cost, the value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment . **The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (5 %) . A separate Purchase order will be placed for E&C value.**	
	COST OF ERECTION & COMMISSIONING PORTION QUOTED BY VENDOR (%) - **(Should be equal to or more than 5%)**	
8.0	**Taxes & Duties:**	

	All Taxes, Duties etc. as required to be paid in the country of export shall be included in the price quoted by the foreign vendor. All duties (like customs duty etc.) payable in India will be paid by BHEL (however, the same would be loaded to the offer during the evaluation process). For the supplies made from India taxes & duties payable shall be clearly mentioned in the offer, failing which such taxes and duties shall have to be borne by the vendor.	Accepted
9.0	**Income Tax applicable.**	
	Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. The TDS certificate will be issued after 3 months from the date of E&C payment.	Accepted
9.1	Details of valid Indian **PERMANENT ACCOUNT NUMBER (PAN)** of the company, if registered may be provided in the space given below: (in addition a copy of the PAN CARD shall be attached along with Part I Techno Commercial bid)	
10.0	**Delivery terms, delivery period required and evaluation process:**	
10.1	**Delivery terms:** CFR Chennai Airport/ Seaport - Incoterms 2010	Accepted
	Basis of Delivery Terms :	
	Price should be indicated in the Price bid BOQ in CFR Chennai basis only. The transfer of title of the goods supplied by the vendor takes place in line with INCOTERMS 2010.	Accepted
	i) Bidders should submit their offer for CFR / Chennai Port basis with freight break up details ii) PORT OF LOADING SHOULD BE INDICATED WITHOUT FAIL. iii) PORT OF DISCHARGE should be CHENNAI	
	Indian Customs has imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter) 1) The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. 2) Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to: a. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival b. Discrepancy in documents c. Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port)	
	II) All the shipments for the contracts (POs) finalized on CFR/CPT -Chennai Port, CIF/CIP-Chennai Port, DDU/DDP Chennai Port basis 1) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. 2) The detention/demurrage charges arises due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only. 3) Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge will not be borne by BHEL. 4) The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are: a. CIC - Container Imbalance Charges/Surcharges b. EIC - Equipment Imbalance Charge/Surcharges c. CAF - Container/Currency Adjustment Factor d. BAF - Bunker adjustment Factor e. RDS - Rupee Depreciation Surcharge f. CDS - Currency Depreciation Surcharge	

	Vendors should indicate the mode of shipment Viz. break-bulk basis or container basis. The following points should taken note of for CFR Shipments and the vendors are required to submit their offer accordingly : **CONTAINERIZED CARGO:** (i) For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost. (ii) In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable". Vendors should ensure that shipping lines carrying their cargo will allow a minimum free period of 14 days from the date of berthing of the vessel for clearing the consignment at the discharge port	
	BREAKBULK CARGO: (i) For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.	
10.2	**Delivery period:** The equipment enquired forms a part of an expansion program (Scheme) and the delivery period mentioned below has been derived keeping in view of the Scheme completion date. Vendor shall comply with this required period.	
	Bidder should quote time period separately for 'Supply' and 'E&C' of equipment.	
	(a) Supply period :– For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (B/L or AWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of CEBG, drawings etc., should not be linked to the delivery period.	Accepted
	DELIVERY PERIOD REQUIRED BY BHEL including PDI (SUPPLY PORTION)	**9 Months**
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (SUPPLY PORTION)	
	(b) E&C period :– Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.	
	E & C PERIOD (in Weeks) REQUIRED BY BHEL	**10 Weeks**
	E & C PERIOD (in Weeks) OFFERED BY VENDOR (E & C PORTION)	
	BHEL reserves the right to accept an offer not meeting the NIT delivery.However, while evaluating the offers, those offers which are not conforming the requested delivery period and E & C period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation purpose 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
11.0	**CONTRACT EXECUTION BANK GUARANTEE (CEBG):**	
	The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) in the format given in Annexure G of this tender for 10% of the Total PO value (Supply + E&C) in the format enclosed within 30 days from the date of PO but before L/C opening. If the supplier fails to submit the CEBG within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. Additionally, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers. Validity of CEBG shall be till the completion of Erection & Commissioning of equipment including job proving, performance tests etc. i.e. issue of Final Minutes of Meeting for E&C by BHEL, as prescribed in PO with additional 2 months as claim period.	Accepted
	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest .	
	CEBG shall be kept valid till the PBG becomes operational. i.e. up to 30 days after the date of Final Minutes of Meeting for E&C issued by BHEL	
12.0	**PERFORMANCE BANK GUARANTEE (PBG):**	

	The vendor shall submit a Performance Bank Guarantee (PBG) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 3 months as claim period).	Accepted
	The Bank Guarantees (CEBG & PBG) shall be issued exactly as per the BHEL Format attached with this Tender (without any deviation) by any one of the Consortium Banks of BHEL (List Enclosed) or from a reputed Bank and confirmed by any Consortium Bank of BHEL.	Accepted
	All bank charges incurred in India and outside India on account of issuance of CEBG and PBG will have to be borne by the foreign vendor.	
	1) It should be typed in the **INR 100 value of stamp paper.**	
	(2) It should be **signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.**	
	(3) It should be submitted with bank covering letter with sign and seal of the bank official.	
	Offers from vendors not accepting to submit CEBG and PBG **are liable for rejection**.	
13.0	**LIQUIDATED DAMAGES (LD): Please note LD will be calculated on Total PO Value (Total PO Value means: Import PO Value + Indigenous PO value if any + E&C PO Value)**	Accepted
	a) Time is the essence of the contract. b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. c) In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirapalli under any other condition of the contract/applicable legal provisions. i) LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. ii) LD will be considered separately for 'Delivery' and 'E&C'. iii) The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). iv) The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).	
	v) Maximum LD for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	
	vi) In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.	
	vii) For the purpose of LD for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. viii) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under: d. In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	
	e) Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.	
	f) For the purpose of levying LD , the date of shipment (BL /AWB date) will be considered.	
	g) Loading Factor for non-acceptance of LD clause for delayed Supply and/or E&C: In case any bidder is not accepting the above LD clause for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder .	
14.0	**SHORT SUPPLY / WARRANTY REPLACEMENT:**	
	In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on DDP - Incoterms 2010 basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. Warranty Replacements during Guarantee period at supplier's cost on DDP - Incoterms 2010 basis .	Accepted
15.0	**RISK PURCHASE:**	

	a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere ,at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract. b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier. c. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners: (i) from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract (ii) from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit (iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.	Accepted
16.0	**FORCE MAJURE CLAUSE**	
	Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.	Accepted
17.0	**DISPUTE RESOLUTION CLAUSE**	
	The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.	Accepted
18.0	**DETAILS ON CAPACITY /SUPPLY AND E&C- PERFORMANCE OF THE VENDOR:**	

	The following details shall be filled by the vendor in the Annexure I of this tender (attached with this tender) and submitted along with Technical Bid (Part-I) : (a) Capacity details in Part (A) are about the Manufacturing Capacity (Major Machine: category-wise & number-wise), No. of Machines supplied during last 5 years, Outstanding Order Book position, Liquidation Plan of all machines including BHEL machines under consideration for ordering. Wherever possible, efforts are to be made to contact some of the references of past supplies given. (b) The Performance details of supplies to BHEL is sought in Part (B) for the POs placed by BHEL which can be verified; hence submission of these information by vendors is mandatory. BHEL will reserve the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder.	
	The actual / likely Supply and E&C period vis-à-vis scheduled Supply and E&C period (delay for reasons attributable to vendor only to be considered) shall be considered for all the machines against the POs placed by BHEL during last 5 years (limited to 5 latest executed POs) and all POs overdue for Supply and/or E&C.	
	For purpose of calculation of Delivery Index in case of overdue POs, the delay period for Supply and/or E&C will be reckoned from the date of bid opening of the tender under evaluation. In case of two-part bid, part-I (i.e Techno-Commercial Bid) shall be considered as date of bid opening. Early Supply and/or E&C vis-à-vis scheduled dates will not be entitled for any consideration for calculation of Delivery Index. Delay in E&C shall be applicable only in such cases where E&C period has been mentioned in the PO.	Accepted
	In case a PO includes more than one machine, then all the machines of the PO shall be considered for calculation of Delivery Index. Illustration for calculation of Delivery Index: Delivery Index = $\sum_{i=1}^{n} \frac{(\Delta X_i+\Delta Y_i)}{(X_i+Y_i)} / n$ i = No. of Machines; Where, i = 1....... to n (n = no. of m/cs.) X_i = Scheduled Delivery (no. of days) ΔX_i = Supply delay (no. of days) Y_i = Scheduled E&C (no. of days) ΔY_i = E&C delay (no. of days)	
	If DELIVERY INDEX of any bidder is ≥ 0.20, then the particular offer shall become liable for rejection. However, BHEL reserves the right to accept offers with DELIVERY INDEX ≥ 0.20 against justified reasons.	
19.0	**GUARANTEE:**	
	The performance of the equipment shall be guaranteed for a period of 12 months from the date of commissioning at BHEL or 18 months from dispatch whichever is earlier. **Offers from vendors not accepting to the requested guarantee period are liable for rejection.**	Accepted
20.0	**REVERSE AUCTION (RA):**	
	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.	Accepted
21.0	**AGENCY COMMISSION**	
	Vendors to specify the percentage agency commission payable to their Indian Agent in the vendor confirmation space given below. If agency commission is not applicable, vendor shall state that clearly in the space given below.	
	AGENCY COMMISSION : APPLICABLE (____ %) / NOT APPLICABLE	
	Particulars of Indian Agent (a copy of Agency agreement shall be enclosed. The CFR prices quoted shall include the agency commission) :	
22.0	**CONTACTS:**	
	Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	

	Name:	
	Designation:	
	Email ID:	
	Phone No.:	
	Mobile No.	
	Fax No.:	
	Address:	
	Country of origin:	
	Port of loading:	
	Weight & Cubage of package:	
	Approximate Net weight of the total consignment:	
	Approximate Gross weight of the total consignment:	
	Approximate volume of the total consignment:	
	The vendor to provide Business Information Report (BIR) incorporating the rating of the company by international credit rating agencies, viz., DUNS number of M/s DUN & Bradstreet (D&B) etc. for past consecutive four years from the date of tender opening.	
	We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the NIT and confirm that our offer has been made in line with the same and the confirmations given in the above compliance form supercede any other standard information provided in our quotation.	
	Signature with date: (AFFIX OFFICIAL SEAL HERE)	
	Name:	
	(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)	

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 1 10049 (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

Enquiry No; 2622100033 / Dtd 15.10.2021

Item : Deep Hole Drilling Machine

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

R. HARI
Engineer
MM / Capital Equipment
BHEL, TRICHY - 62.. 14

AA:MM:IP:R01

which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

SECTION 2 — COMMITMENTS OF THE BIDDER(S)/ CONTRACTOR(S)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

SECTION 3 — DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

R. HARI
Engineer
MM / Capital Equipment
BHEL, TRICHY - 620 014

SECTION 4 — COMPENSATION FOR DAMAGES

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

SECTION 5 — PREVIOUS TRANSGRESSION

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

SECTION 6 — EQUAL TREATMENT OF ALL BIDDERS/ CONTRACTORS/ SUB-CONTRACTORS

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % Of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

SECTION 7 — CRIMINAL CHARGES AGAINST VIOLATING BIDDERS/ CONTRACTORS /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.

R. HARI
Engineer
MM / Capital Equipment
BHEL, TRICHY - 620 014

AA:MM:IP:R01

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the

Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural

Section 9 — Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL

Section 10 — Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

R. HARI
Engineer
MM / Capital Eq...
BHEL, TRICHY

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.

SECTION 11 _ Special Notes

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

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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.

Details of IEM for this tender is furnished below

Sl. No.	IEM	Address	Phone and Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	Ph: +91 8130386387 acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	Ph: +91 8853760730 9818377360 vbsinghips@gmail.com

11.2 Please refer Section - 8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

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 clarifications /issues shall be addressed directly to the tender issuing (procurement) department.

For all clarifications / issues related to the tender, please contact

Name: 1.R. Hari 2. T Akilan

Dept: Engr/CE/MM DM/CE/MM

R. HARI
Engineer
MM / Capital
BHEL, TRICHY

Address: Ground Floor, ICT Bldg, BHEL Trichy 620014

Phone: 1. 0431 -257297 2. 0431 – 2577368

Mobile:1. +91 8608420505 2. +91 9442536638

Email: 1. hari.r@bhel.in 2. takilan@bhel.in

--- --------------------------------------

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

R. HARI
Engineer
MM / Capital Equipment
BHEL, TRICHY - 620 014

(Office Seal) (Office Seal)

Place :-------------------- TRICHY

Date:--------------------------

Witness:--------------------------- Witness:------------------------

(Name & Address) (Name & address)

AKILAN .T
Deputy Manager
MM / Capital Equipment
BHEL, TRICHY - 620 014.