

ANNEXURE - A

ENQUIRY NO.- E6233003 FOR SUPPLY OF CONIFEROUS TIMBER PACKING CASES SMALL PLAIN

INSTRUCTIONS FOR SUBMITTING QUOTATION AGAINST “TWO PART BID” SYSTEM

- 1) Sealed tenders are invited in Two-Part Bid system for supply of **Coniferous Timber Packing cases small plain** as mentioned in Enquiry, BHEL's specification and terms & conditions as per Annexure “B” enclosed.
- 2) Rates to be quoted in terms of **Rupees per Cu. m.** basis for above item as per detail given in our Enquiry sheet.
- 3) Quotations should be submitted in two parts, namely:
 - a) **PART -- I : Techno- Commercial bid**
Part – I bid shall be submitted through E-procurement.
 - b) **PART -- II : Price Bid**
Part – II bid shall be submitted through E-procurement.
The price bids of only techno commercial acceptable tenders(s) shall be considered.

“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.”

Note :-

- 1) Please note that RA shall be conducted as per BHEL RA guidelines. All vendors are requested to visit www.bhel.com for detailed guidelines for reverse auction.

Document to be submitted along with quotation : -

- a) Techno-commercial format (duly filled)
- b) Local content declaration (Annexure - I)
- c) GeM seller id
- d) Udyam registration certificate
- e) Integrity Pact (IP)
- f) PQC- Annexure C (duly filled and seal & signature of authorized person of firm)
- g) Annexure A, B, Quality plan, specifications (AA51401 & BP0851499), GTC (BP-200102A), PO Terms and BHEL enquiry copy with signature & seal of authorized person of firm.

ANNEXURE - B

ENQUIRY NO E6233003 FOR SUPPLY OF CONIFEROUS TIMBER PACKING CASES SMALL PLAIN

Terms & conditions Of Enquiry for "Finish basis jobs" in addition to indigenous terms and conditions from BP-200102A & PO terms and conditions form No. MM5527 (Already available on B2B site)

1.0 SCOPE OF WORK:-

- 1.1 Sealed tenders are invited for supply of **Coniferous Timber Packing cases small plain** as mentioned in the enquiry to various sizes and BHEL specifications.
- 1.2 Scope of work shall include completion of all the work operations as per BHEL drawings, specifications and delivery of the goods to BHEL stores in accordance with the drawings, specification, technical scope, annexure & other relevant documents etc. of our enquiry.
- 1.3 All technical requirements should be as Enquiry & specification with latest revision.
- 1.4 Supplier has to ensure identification on each Packing cases as per clause no 12 of Spec AA51401 & clause no 9 of Spec BP0851499.
- 1.5 TC (test report) will have to be furnished as per QP along with the supply. Finished items must be protected properly to avoid dent or damage during handing / transportation.
- 1.6 BHEL reserves the right to reject each Packing box subject to unsatisfactory/Quality on receipt at BHEL.
- 1.7 Soon after rejection of wood, it is to be ensured by supplier that wood should be taken back within one week after communication for replacement if possible. In the event of non-lifting of rejected material by supplier, BHEL will not be responsible for loss of such items to the supplier in any case.
- 1.8 All tenderers are advised to thoroughly study the technical scope/ document and ascertain all required details in their own interest. In case of any discrepancies it should be immediately informed in writing to the tender issuing authority clearly indicating the discrepancies before submitting the offers.

2.0 RATES:-

- 2.1 Rates should be quoted in **Rs per Cu. m.** F.O.R BHEL Stores, exclusive of taxes & duties.
- 2.2 Rates shall remain firm during execution of the Purchase order.
- 2.3 Rates shall be FOR BHEL, Bhopal.
Note : As per BHEL's terms and conditions of enquiry (BP 200102A), for FOR Destination supply Insurance shall be done by the vendor.
- 2.4 Rates should be quoted after considering the benefits arising out GST regime.

3.0 TAXES & DUTIES:-

- 3.1 Applicable duties & taxes which BHEL is required to pay, should be clearly declared considering the offered validity and quoted delivery period. Otherwise BHEL will not be responsible for payment of any kind of duties & taxes.
- 3.2 Vendor to ensure timely remittance of SGST, CGST, IGST, UGST as applicable in time as per law.
- 3.3 Vendor to ensure TAX INVOICE submission along with consignment.

- 3.4 Parties shall declare GSTIN, HSN/ SAC Code, IT PAN and SSI registration details and also communicate subsequent changes,
- 3.5 Any loss / damages / penalties that are suffered by BHEL on any statutory Duties and levies due to delay in deliveries by the subcontractor shall be deducted from the subcontractor's bill/account.
- 3.6 No rejection allowance is permissible.

4.0 BASIS OF EVALUTION:-

- 4.1 **As per the list of items issued by ministry of MSME, wooden boxes are reserved for purchase from Micro and small enterprises, Hence this enquiry shall be reserved for MSEs only.**
- 4.2 Only offers received before due date & time and meeting the terms and conditions of the enquiry will be considered
- 4.3 "In the course of evaluation , if more than one bidder happens to occupy L-1 status, then L1 shall be decided as per clause no. C12 of GTC".
- 4.4 GST shall be taken wherever it is not indicated in the offer for arriving the price to BHEL Bhopal.
- 4.5 ALL the offer shall be compared for total landed cost to BHEL at BHEL stores (HESG basis). The tender evaluation will be done total landed cost BHEL.
- 4.6 Offers having deviations to terms and conditions may be liable to rejection.
- 4.7 BHEL reserve right to reject the offer of vendor who is kept under hold for enquiry / banned or in process of Banning/ in process of any disciplinary action/in process of any legal action (to save BHEL Business interest), as per BHEL Guidelines. BHEL's decision in such situations shall be final & binding.

5.0 SUPPLY CAPACITY:-

The suppliers must indicate their capacity to supply Packing Boxes in **Cu.m. per month** keeping in view the work load already in hand and shall be committed to BHEL for supply as per the capacity indicated by them. **Minimum monthly capacity of vendor should not be less than 150 QM.**

6.0 SPLITTING OF TENDER QUANTITY: -

- a) BHEL intend to split the ordering of the tendered quantity, hence your offer should be valid for part quantity also. Distribution of the tendered quantity is envisaged among three vendors in the ratio of L1=50%, L2=30%, & L3=20% and the same would be based on their standing position as per Part-II price bid opening/RA.
- b) Tender quantity will be split amongst number of vendors as indicated above, as per tender splitting criteria given above. L1 would be awarded contract for quantity as indicated in the tender splitting clause above. For the rest of the tender quantity, the L-1 rates / lowest accepted rate will be counter offered to the other higher quoting vendor (s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting vendor(s) for the respective quantity as per splitting criteria. In case of non-acceptance of the counter offer by some of the next higher quoting vendor(s), left over quantity would be allocated to next higher quoting vendors. In case counter offered rates are not accepted by any of the subsequent vendors, the left over quantity will be divided between vendors who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and subject to quoted quantity limit and after getting consent on mutually agreed delivery schedule for the additional quantity
- c) Whenever the numbers of qualified vendors are three the quantity distribution shall be limited to two qualified vendors, splitting shall be as per above clause b).

In case of two qualified vendors, 100% quantity may be given to L1, subject to their consent as per above clause b).

7.0 TERMS OF PAYMENT:-

As per BHEL norms, 100% payment shall be made within 90 days after receipt and acceptance of material at BHEL BHOPAL against Stores Receipt Voucher. Those who covered in MSMED act 2006 and proper documents already given to BHEL, they will be paid within 45 days. Any offer indicating payment terms other than stated above will be suitably loaded.

As per BHEL circular, to ensure the latest/updated/revised MSME status of supplier, please arrange to furnish any of the following documents to get the benefit of MSE act (i.e. micro or small) as per relevant act in force.

(i) Entrepreneurs Memorandum part II (EM II) Certificate with deemed validity of 2 years. **OR**

(ii) EM II Certificate with Chartered Accountant (CA) Certificate as per prescribed format for the year. **OR**

(iii) Valid Udyam Registration Certificate.

If you produce any of the above documents, then only you will be eligible for MSE benefits like payment within 45 days etc. under MSME Act 2006 & Public Procurement Policy for MSE, 2012.

8.0 DELIVERY PERIOD:-

Packing Box is used for packing and dispatch of equipment having substantial value and there its availability is very critical. **Supply must be made depending upon the allocation given to vender on day to day basis and delivery of item must be completed within 8 (eight) days from the delivery date mentioned in the allocation**, failing which LD as per BHEL norms shall be levied. For delay in supply LD shall be levied as per BHEL norms. **In case supplier fail to deliver the boxes in time, we may take alternate procurement action at supplier's risk and cost.** Allocation shall be commenced from PO placement date and would be continued upto delivery date mention in PO.

9.0 VALIDITY OF OFFER:- Quotation should be valid for a period of minimum 90 days from the date of opening of tender and subsequently from the date of RA.

10.0 INSPECTION:-

Inspection would be done by BHEL as per drawing/doc/QA plan as applicable.

11.0 PENALTY:-

The delay in delivery would be subject to penalty @1/2% per week subject to max. 10% of PO value as per BHEL 's standard PO terms and condition OR as revised by BHEL time to Time.

12.0 SPECIAL TERMS AND CONDITION:-

12.1 *Public Procurement (Preference to make in India) clause:*

"For this procurement, 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 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”.

Bidders to indicate in their bid if they are not Class-I local supplier (Local content equal to or more than 50%).

Confirmation regarding local content shall be given by supplier as per Annexure – ‘I’ on their company letter head with signature & seal of authorized person of Firm along with Part I bid.

In the absence of local content confirmation your offer shall be rejected.

- 12.2 *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.*

- 13.0 **CONFLICT OF INTREST AMONG BIDDER:-** "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:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) 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
- 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 authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;
- 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.,,

14.0 INTEGRITY PACT (IP) :-

IP is a tool to ensure that activities and transactions between the company and its Bidder/ Contractors are handled in a fair transparent and corruption free manner. 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. Refer Annexure 1 & 2 for IP details and furnish duly filled with seal and signature of Integrity Pact with Part I bid.

15.0 BHEL RESEVERS RIGHT TO :-

- i) Cancel our requirement part or full at any stage the tender finalization (or) even after finalization of tender.
- ii) Cancel or forfeit the change in tender , any vendor (s) found to be "unsatisfactory" during or assessment processes/ non - compliance of statutory requirement etc. as required for " vendor registration " during / after the processes of finalization of contract.
- iii) Cancel the order (S) if any vendor (s) found to be "unsatisfactory " during or periodical assessment process / review of assessment process / non – compliance of statutory requirement etc. As required for " vendor registration " during the executing of order (s).
- iv) Divert order (s) in case of non - submission / delay in submission/ /delay in lifting the material / delay in completing the work / in- sufficient amount of bank guarantee / non / execution of order by vendor (s) at the risk and cost of vendor(s).
- v) Cancel the contract or forfeit the chance in tender , if any vender (s) disposed off units /found to be sick / running under unrest /declared insolvency /non renewal lease deed during /after finalization process during the validity of the contract without assigning any reasons thereafter.

- 16.0** Any deviation to any points of this annexure or enquiry should be clearly mentioned in offer. Otherwise, it will be presumed that supplier agrees to these conditions.

(Sunita Rai shekwar)
DGM (ASC)

**PRE-QUALIFYING CRITERIA –
FOR CONIFEROUS TIMBER PACKING CASES SMALL PLAIN (ENQ. NO. :E6233003)**

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	DEVIATIONS	REMARKS
A	TECHNICAL				
1	Coniferous timber packing cases small plain to size upto 3660 mm Long, as per spec. AA51401 rev-03.& associated BP 0851499 rev-03.	VENDOR TO CONFIRM			
2	Only those bidder will be entertained, who have supplied at least 195 Cu-mtr. Coniferous timber loose/Coniferous timber boxes(Type of wood species: fir/deodar/chir kali/khasi pine/spruce/imported pine wood) in last 2 years till the tender opening date.PO copy and proof of supply Tax invoice/SRV copy etc. have to be submitted with the technical bid.	VENDOR TO CONFIRM AND FURNISH REQUIRED DOCUMENTS			
3	Average annual Financial Turnover during the last three years {i.e. 2019-20 (audited), 2020-21 (audited) & 2021-22 (audited) as applicable} shall not be less than Rs. 94 lakhs. Documentary evidence in the form of certified Audited Balance Sheets & Profit / loss statement of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.	VENDOR TO CONFIRM AND FURNISH REQUIRED DOCUMENTS			
4	Procurement directly from manufacturer shall be preferred. However, if the manufacturer insists on engaging services of his authorized dealer/distributor/trader as an agent, such an agent shall not be allowed to represent more than one manufacturer in the same tender. Moreover, either such an agent could bid on behalf of the manufacturer or the manufacturer could bid directly but not both in the same tender. In case bids are received from the manufacturer and also from his agent, bid received from the agent shall be ignored	VENDOR TO CONFIRM			

Note:-

1. PQC is applicable to all suppliers.
2. If any supplier for said item fail to provide documentary evidence of above said PQC, offer is liable for rejection
3. Startups and Micro & Small Enterprises are exempted from above PQC (point no.2 & 3 only) of submission of PO and proof of supply of prior experience/Turnover.

MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry, can avail the intended benefit only if they submit valid MSE certificate along with Bid.

For receiving MSE benefits the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from MSE benefit

(Signature and seal of authorised signatory of firm)

Bharat Heavy Electrical Limited Bhopal
Ancillary & Subcontracting Department
Tender Notice No: ASC /E6223002

- Sealed e-tender are invited in **Two-Part Bid** for “Pine Wood packing cases small plain.” As per Enquiry No. E6223002. All annexures enclosed, should be **signed, sealed/ stamped & submitted** along with techno-commercial bid (Part I). **Vendor has to be submit quotation through e-procurement site <https://eprocurebhel.co.in>**

Procedure to submit tender:- Quotations should be submitted in two parts. Tender is to be submitted through online mode only by logging into BHEL e-procurement website <https://eprocurebhel.co.in> till due date. Offers can be submitted through online process only and thus vendor necessarily require to buy Class-III Digital signature certificates (DSC) issued by certifying authorities in India (for details visit <http://www.cca.gov.in>) with signing and encryption facility.

- Tender cost of Rs. 1000/- is to be deposited by Demand Draft/ Cheque in favor of “BHEL Bhopal” payable at Bhopal and copy of same is to be attached with technical bid (Part-I) and original copy is to be sent to BHEL Bhopal. Scanned copy is to be attached along with tender or tender fee can be submitted online <https://www.onlinesbi.com/prelogin/icollecthome.htm> and their receipt is to be attached in E-tender. MSE including NSIC/ Udyog Aadhar registered vendors are exempted from submission of tender fees subjected to submission of valid UAM, MSE and NSIC certificate as a proof. In case tender fee is submitted in the form of DD, original copy is to be sent to BHEL Bhopal.

- **Procedure for Online submission of Tender Fee is given below:-**

- (i) Please enter the following link in your internet address browser or click on the following link <https://www.onlinesbi.com/prelogin/icollecthome.htm>. Please click on “proceed” after clicking “Check Box” to proceed for payment.
- (ii) Now the SBI’s SB-Collect site gets opened. Please select state of Corporation as “Madhya Pradesh” and type of Corporation as “Industry” and then click on “GO” appearing on the screen.
- (iii) Now select “Bharat Heavy Electricals, Bhopal” from the dropdown table appearing against “Select Industry” and click submit.
- (iv) Now select “Deposit of Tender Cost” category from the dropdown table appearing against “select category” and click submit.

Note :-

- 1) Paper bid is not acceptable, tender should be submitted online (e-procurement portal)
- 2) Duly filled registration form (available at www.bhel.com) should be submitted by non registered vendor, however parties registered with BHEL ,Bhopal are exempted for registration form submission.
- 3) In case of online payment, e-receipt must be submitted along with Part-I (Techno-commercial bid).
- 4) All documents uploaded in e-portal along with the offer should be signed and sealed on each page.
- 5) All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL websites (www.bhelbpl.co.in and www.bhel.com) only. Bidders should regularly visit web sites to keep themselves updated.

ANNEXURE – ‘E’

Subject: - Certification regarding local content- Public Procurement (Preference to Make in India)

Reference: - Tender Enquiry No-.....

Name of items: -

Dear Sir,

We hereby certify that the quoted items offered by us against Enquiry No..... is having local content of%.

Further, to certify that the local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT and we qualify as..... (Class-I/ CLASS-II/Non-Local supplier-fill in one which is applicable) local supplier.

We further confirm that details of location at which the local value addition is made will be at (address of the works).

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Yours very truly,

Authorized signatory

(Name of Company)

Annexure-1

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

CONIFEROUS TIMBER PACKING CASES SMALL PLAIN (ENQ. NO. :E6233003)

_____ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 shall 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, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity 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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a 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 or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, 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 the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, 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 Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

Place Bhopal
Date _____

Witness: Ajit Kumar
(Name & Address) AJIT KUMAR

BHEL, Bhopal

अजीत कुमार / Engineer
अभियंता / Engineer
सहायक उद्योग एवं उपसविदा / ASC
बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____
(Name & Address) _____

Integrity Pact (IP)

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

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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

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

Note: -

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

Details of contact person(s):

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

(1)

Name: Sunita Rai Shekwar , DGM

Deptt: ASC ,MM

Address: BHEL Bhopal-462022

Phone: (Landline/ Mobile) - 0755-2502457

Email: sunitarai@bhel.in

(2)

Name: Ajit Kumar, Engr.

Deptt.: ASC,MM

Address: BHEL Bhopal-462022

Phone: (Landline/ Mobile) - 0755-2505403

Email: ajit.kr@bhel.in

Note: Get print of Integrity Pact format (attached with bid/ enquiry) furnish signature & seal on each page of proprietor. On last page along with proprietor one witness signature and details required. Filled document shall be furnished with Part-I of Enquiry.



ENQUIRY

TWO PART BID

BPC 0007

E-TENDER

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल- ४६२०२२ (भारत)

सामग्री प्रबंधन विभाग

BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022 (INDIA)

MATERIALS MANAGEMENT DIVISION

TIN NO- 23573000001

ECC NO- AAACB4146PXM009

MPCT NO- HEL/05/01/0001/S15/11/79

PHONE NO : 91-755-2500100

FAX : 91-755-2500023

www.bhel.com

ENQUIRY NO

E6233003

ENQUIRY DATE

16/05/23

ENQUIRY DUE DATE

31/05/23

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
OFFICE COPY		1	0	NA	1	1	1	888130007
	GUARANTEE CERTIFICATE		N	SUPPLY CONDITION				
	TEST CERTIFICATE		Y	ALLOCATION COMMENCED FROM THE PO DATE				
	INSTRUCTION BOOKLET		N	AND FINISHING ON 31.01.2024.				
	SAMPLE		N	TECHNICAL CONDITION				
	GATE PASS		Y	AS PER SPEC. NO AA5140I REV. 03 AND BP 0851499 REV .03				
				INSPECTION CONDITION		BY BHEL BHOPAL AT BHEL BHOPAL(AS PER QA PLAN NO. CDC/01 ATTACHED)		

NOTE: QUOTE PRICE BOTH IN FIGURES & WORDS.IN CASE OF MISMATCH PRICE IN WORDS WILL BE VALID,QUOTATIONS NOT BEARING ENQUIRY NO AND DUE DATE LIABLE TO BE REJECTED.

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	QTY VR%	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	NP8810216115	CONIFEROUS TIMBER PACKING CASES SMALL PLAIN TO SIZE UPTO 3660 MM LONG, TO SPEC.AA51401 REV-03.& BP 0851499 REV.03	QM	1300.000	1	1	1300.000	881	31/01/24

REMARK PLEASE SUBMIT YOUR QTN AS PER GST REGIME.SUPPLY OF ITEM SHOULD BE DONE BASED ON ALLOCATION ISSUED AS PER THE DAY TO DAY REQUIREMENT OF BHEL & DELIVERY OF ITEM WOULD BE DONE WITHIN 8 DAYS FROM DATE OF DELIVERY MENTION IN ALLOCATION. ALLOCATION SHALL BE COMMENCED FROM PO PLACEMENT DATE ANDWOULD BE COMPLETED IN 31.01.2024. TC REQUIRED.TOTAL QTY MAY BE DISTRIBUTED BETWEEN THREE VENDORS IN THE RATIO OF 50:30:20 TO L1:L2:L3. PLUS MINUS 1% OFTOTAL QTY ACCEPTABLE. EARLY DELIVERY IS ACCEPTABLE. PLEASE REFER ANNEXURE A, B, C, D & E FOR DETAIL. VENDORS MONTHLY CAPACITY SHOULD NOT BE LESS THAN150 CUM. RA SHALL BE CONDUCTED FOR THIS ENQUIRY. KINDLY SUBMIT ALL ANNEXURES & IP WITH SEAL & SIGNATURE ON EACH PAGE ALONG WITH PART-I OF BID

DRAWING	N	PURCH SPEC	Y	CATALOUGE	N	PLAN	Y	TWO PART BID	Y
SUPP CD.	SUPP NAME		MSME	STATUS	PMD	Cust Appr	S.NO	INDENT NO	ITEM NO
							1	888130007	1
								512140	ENQUIRY QTY.
								1300.000	

NOTE:BHEL,BHOPAL'S Standard Terms & Conditions BP200102 (Latest Revision) form a part of this Enquiry. Bidders may obtain from us copies of these terms and conditions if not already available.

SPECIAL REMARKS: Bid to be submitted through e-procurement. Refer eproc link on BHEL Bhopal B2B site.

NAME : SMT SUNITA RAI SHEKWAR

DESG : DGM

0755-2502457

sunitarai@bhel.in

SIGN & SEAL