

Tender for steel requirements across BHEL (TMT Steel Rebars) in Q2 – 2024-24



Unified Procurement Cell, Corporate Office, New Delhi

For any clarifications, kindly contact:

| 1 of any clarifications, kindly contact. | | | | | |
|--|----------------------------------|----------------------------------|--|--|--|
| Name | Ms Dolly Gera | Sh. 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 | dollygera@bhel.in | kishlaya@bhel.in | | | |



Unified Procurement Cell (UPC), Corporate Office, BHEL Invites tenders for finalization of framework agreement for supply of TMT Steel Rebars in Q2 of FY 2024-25. Vendors are required to refer and comply to following instructions before participation in tender.

INSTRUCTION TO VENDOR FOR SUBMISSION OF OFFER FOR E-NIT:

- 1. E-NIT #2024_BHEL_37756_1 has been issued for finalization of framework agreement for Supply of TMT Steel Rebars from only those vendors, who have signed Techno-commercial MOU with BHEL and are approved by respective customers (of BHEL) for given BOQ items.
- 2. This NIT is a **two-part** bid **E-NIT**. **Part I** (Terms & Conditions, UDYAM (if applicable), MII Declaration and Integrity Pact) & **Part II** (Price bid)
- **3.** Below mentioned documents forms part of the of NIT. Vendor shall ensure the documents are uploaded in E-Procurement Portal as per instructions below. EPS Website: https://eprocurebhel.co.in/nicgep/app

| SI. No. | Туре | DESCRIPTION | REMARKS | | | |
|----------------------------------|-----------------------------------|----------------------------------|--|--|--|--|
| Part I (Techno - Commercial bid) | | | | | | |
| 1 | Mandatory Fill and upload | Section IX - Integrity Pact (IP) | Firm shall download the IP, fill in necessary details. Authorized signatory shall sign the document and company seal shall be affixed on all pages of Integrity Pact. Firm shall then upload the dully filled IP in EPS. | | | |
| 2 | Mandatory | MII Declaration | All bidders must submit a declaration in line with point 16 of Annexure B. | | | |
| 3 | Optional Document to be submitted | Women Entrepreneurship | Proof of ownership for entitlement to benefits under "SC/ST or Women Entrepreneur" category may be uploaded, if applicable to the subcontractor. | | | |
| Part II (Price bid) | | | | | | |
| 1 | Mandatory Fill and upload | Price Bid | Firm shall download the Price bid format (an excel sheet) from EPS. In the excel sheet, Fill in their vendor code and name in the space provided. Fill in the Rate in Rs. per UoM and freight charges in the appropriate space given. Validate the Excel sheet. | | | |



| Save the Excel sheet. The Excel sheet shall be uploaded in EPS. After uploading, Firm has to digitally sign the document using the option available in EPS. Firm not willing to quote for any particular rate schedule are advised to leave the space blank for that particular rate schedule in the price bid. |
|---|
| rate schedule in the price bid. |

- **4.** In case of non-submission of above documents in requisite manner, offer submitted by Vendor shall be rejected.
- **5.** Conditional offers, offers which are incomplete or defective and offers not in accordance with the Tender conditions shall be rejected.
- **6.** As this tender enquiry is an **E-Tender** enquiry hence offer shall only be submitted in EPS (https://eprocurebhel.co.in) only. No other mode of offer submission shall be entertained.
- **7.** To enable Vendor for submission of error-free offer, the following checklist has been provided. Subcontractor may refer the same before submission of offer.

| Sl. No. | CHECKLIST FOR SUBMISSION OF OFFER BY SUBCONTRACTORS |
|---------|--|
| 1. | Read and understand scope of work of NIT |
| 2. | Note the Unit of measurement in this tender. Care to be taken before offer submission |
| 3. | Note the offer validity and Framework Agreement validity |
| 4. | Read and understand the GST clause |
| 5. | Note the Payment terms |
| 6. | Read and Understand the BHEL Guidelines for Suspension of business dealings with suppliers/contractors (available at www.bhel.com) fully. |
| Note: | |
| 1 | The above checklist is only indicative and not exhaustive. |
| 2 | Terms & conditions given in the NIT and TC-MOU (signed with vendors prior to issue of this tender) shall be final and binding on the bidder. Participation in the tender shall be deemed as acceptance to both NIT and TC-MOU by the respective bidders. |
| 3 | Vendor is strictly advised to read and understand terms & conditions given in all the sections of the NIT before submission of offer. |
| 4 | Any changes to offer after bid opening will NOT be entertained. |



Points to be taken care before submission of OFFER:

- 1. Following points to be taken care before uploading **Integrity Pact (IP)**
 - Authorized Signatory of the Vendor should sign along with seal on all the pages of Integrity Pact
 - Vendor should mention its full name with BHEL Vendor code and NIT number under Preamble on the first page of Integrity Pact.

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

Mention vendor name ____, (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

(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

• Vendor should mention the place and date on the last page along with witness signature.

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 _____ mention place and date
Date _____

Witness: _____(Name & Address) _____

