

**BHARAT HEAVY ELECTRICALS LIMITED**

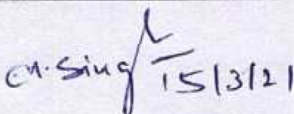
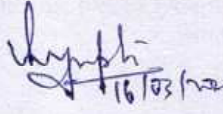
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MATERIAL MANAGEMENT DEPARTMENT**PO BHEL, JHANSI UP 284120**e-mail: mulayam@bhel.in, vmgupta@bhel.in, Tel: 0510-2412734 & 2614**E3609002**

**TENDER DOCUMENTS FOR ENQUIRY NO: E3609002 FOR FRAMEWORK AGREEMENT/
RATE CONTRACT FOR PROCUREMENT OF ALUMINUM TANK, COVER, COMPONENTS,
EXPANSION TANKS & ACCESSORIES ON FINISH BASIS FOR ONE YEAR.**

CONTENTS

Part-A			
SI No	Particulars	Schedule No	Page no.
01	Qualification Criteria for Procurement of Aluminum tanks & its accessories	Schedule -I	02-03
02	Quantities covered by the Framework Agreement (FA)/ Rate Contract for one year.	Schedule -II	04
03	Instructions for submission of Tender.	Schedule -III	05-08
04	Techno Commercial Terms & Conditions.	Schedule -IV	09-14
05	Techno- Commercial Bid	Schedule -V	15-20
06	Price Bid (Blank)	Schedule -VI	21-22
07	Integrity Pact	Schedule -VII	23-28
Part-B			
08	Sealed Price Bid: (Part-B)	Schedule -VI	21-22

PREPARED BY.	CHECKED BY	APPROVED BY
		
Ch. Mulayam Manager (CMM)	VM Gupta DGM (CMM)	A P Samal AGM/CMM-H

66



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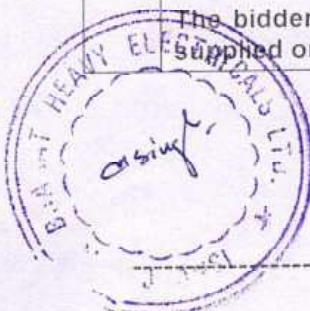
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SCHEDULE-I

Pre-Qualifying Requirement for Procurement "Aluminium Transformer Tank".- E 3609002

Sl.	REQUIREMENT	Bidder's										
1	Bidders should be the Manufacturer or Authorized Distributor of "Aluminium Transformer Tank". Bidders to provide Self Undertaking on their Letter Head that: A: Bidder is capable of executing the job under captioned enquiry. B: Foreign vendor or distributor of foreign vendor is meeting the requirement as per Deptt for promotion of Industry or Internal trade, Ministry of Commerce & Industry (DPIIT), letter D.O. No. P-45021/2/2017-PP (BE-III) (E-1588) dated 8th June, 2020 and subsequent circular /amendment applicable at the date of technical bid open.	☐ Yes ☐ Submitted										
2	Annual average financial turnover in past three financial years ending on 31st March of previous financial year, where in bidder(s) attach copy of balance sheet including profit and loss statement of last three financial years, audited by CA. In the case of balance sheet of last financial year is not yet audited, the un-audited balance sheet of last financial can be enclosed along with certificate of CA. Bidders not having statutory obligations to get Financial statement audited must submit following documents as evidence for Turnover: (i) Complete submitted ITR with all annexures as filled online as proof to verify turnover. "Or" (ii) A certificate from CA duly vetting the turnover. "Or" (iii) Audited Balance Sheet & Profit and Loss Statement. <table border="1"> <thead> <tr> <th>FY→</th> <th>2017-18</th> <th>2018-19</th> <th>2019-20</th> <th>Average Turnover</th> </tr> </thead> <tbody> <tr> <td>T/O →</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> For qualifying the average financial Turnover should be minimum Rs. 300 lakhs for non- MSEs and Rs. 210 Lakhs for MSEs. Net Worth shall be positive. Distributor should submit authorization certificate from manufacturer valid till six months from the date of bid opening Distributor should submit authorization certificate from manufacturer valid till six months from the date of bid opening.	FY→	2017-18	2018-19	2019-20	Average Turnover	T/O →					☐ Yes ☐ Submitted ☐ Yes
FY→	2017-18	2018-19	2019-20	Average Turnover								
T/O →												
3	EXPERIENCE:- Bidders should be approved supplier of "Aluminium Tanks" (henceforth called "Goods") for 3-Pahse Locomotive items by Indian Railways. The bidders have to provide minimum two orders executed in last three years supplied one month prior to date of issue of tender.	☐ Yes Pl tick✓ as applicable ☐ BHEL Units ☐ Other PSUs / Govt Undertakings ☐ Private Sector										



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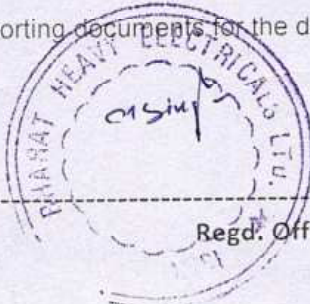
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4	Minimum Quantum- Should have supplied (a) for non-MSEs (1) Minimum 14 Nos. (2) Goods of worth Rs. 100 Lakhs. (b) for MSEs (1) Minimum 10 nos. (2) Goods of worth Rs. 70 Lakhs. The bidders have to provide minimum two orders executed in the last three years, supplied one month prior to date of issue of tender. Vendor to submit details of executed PO. <table border="1"> <thead> <tr> <th>Customer Name</th> <th>Order No. & Date</th> <th>Qty. supplied in UM</th> <th>Order, Tax Invoice No., TC No. & Date</th> <th>Remark, if any</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> As an evidence of the above information, the bidder to attach the documentary proof as below: - <table border="1"> <thead> <tr> <th>Supplies made to</th> <th>Documentary Proof to be attached</th> </tr> </thead> <tbody> <tr> <td>BHEL Unit(s)</td> <td>Purchase Order Copies to be submitted</td> </tr> <tr> <td>Other than BHEL</td> <td>1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Tax Invoices.</td> </tr> <tr> <td>Private Sector</td> <td>1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Performance certificate or Tax Invoices.</td> </tr> </tbody> </table>	Customer Name	Order No. & Date	Qty. supplied in UM	Order, Tax Invoice No., TC No. & Date	Remark, if any																					Supplies made to	Documentary Proof to be attached	BHEL Unit(s)	Purchase Order Copies to be submitted	Other than BHEL	1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Tax Invoices.	Private Sector	1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Performance certificate or Tax Invoices.	PI tick ✓ as applicable ☐ BHEL Units ☐ Other than BHEL
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5	New vendors who are not registered with BHEL, Jhansi should submit duly filled "Supplier Registration Form (SRF)" along with the requested documents. The SRF is available on line on our website www.bhel.com	☐ Document Submitted																																	

- We agree that our bid is liable to be rejected in case (a) the relevant information is not filled, (b) documentation is incomplete, (c) there are false declarations, and (d) if we do not meet the PQR.
- Criteria at Sl. No. 5 is desirable. Other are mandatory.
- Supporting documents for the details filled above have been submitted.



Page 3 of 28

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(64)



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SCHEDULE-II

QUANTITIES COVERED BY THE FRAMEWORK AGREEMENT (FA)/ RATE CONTRACT (R/C) ENQUIRY NO. E3609002 FOR ONE YEAR:

Quantities Covered: Quantity Covered in this Framework Agreement/ Rate Contract enquiry for One Year period are as follows:

Sl.No.	Item Description	Quantity (Sets)
1	TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG. NO HSTN003287 HSTN003290 AND HSTN003289 (1OF3 & 3OF3) & HSTN310675 LOT 6500 KVA CO-CO LOT 7500 KVA BO-BO LOT 7775 KVA LOCO TRANSFORMER.	140 sets $\pm$ 30%

This requirement is tentative and may vary beyond $\pm$ 30% tolerance depending upon BHEL's order book position and production requirement.



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63
E3609002

SCHEDULE-III

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. The offers against the enquiry shall be submitted in two parts.

Part 'A' : This part will be called Techno-commercial bid and shall be submitted as under:

(a) Enquiry documents E3609002 duly signed by bidder.

(b) Duly signed Schedule I, II, III, IV, V, VI (without quoting price), VII & VIII (Duly signed Supplier Registration Form as Schedule VIII for non-registered vendors after filling online).

Part 'B' : This will be called price bid and shall be submitted as duly signed Schedule VI (with quoting price)

2. The vendors shall submit Part-A & Part-B in separate envelope super-scribing Enquiry No. E3609002, Part No. of the bid, due date and time of opening as indicated in the tender document.
3. The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed by BHEL. While submitting the bid, these every pages are to be used in original. The tenderer is also required to sign and stamp each and every page of the tender document clearly bringing out deviations, if any.
4. Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillment of all the technical and commercial parameters.
5. It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the general terms & conditions of the contract as preprinted overleaf of the enquiry. No deviation from these conditions is permitted.
6. No over-writing in any of the Schedule of Part-A or Part-B is permitted. Corrections in the bid should normally be avoided. It is advisable that initially the details are filled by the tenderer on a Xerox copy of the documents and checked before final completion. However, when these become essential, tenderer shall score out the incorrect information and put the correct information duly endorsing each correction with his/her signatures.



Page 5 of 28

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62



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E3609002

SCHEDULE-III

7. **Earnest Money Deposit:** Bidder has to furnish Earnest Money Deposit (EMD) along with the Techno-commercial Bid of their offer for **Rs.2,00,000/-** in form of Demand Draft or Pay order only in Original in favour of **Bharat Heavy Electricals Limited, Jhansi** payable at BHEL Jhansi. Foreign bidders will swift transfer amount equivalent to Rs 2 Lacs in US dollar (computed at exchange rate as per SBI TT selling rate as on date of issue of tender enquiry). This has to be transferred to Account no. 00000010670828866 of BHEL, Jhansi, (IFSC/SWIFT CODE-SBIN0003807) and proof of swift transfer to be attached along with Techno commercial bid.

However, the EMD may be waived in following cases:

- a) Central / State - PSUs / Government departments.
- b) Micro and Small Enterprises.

For seeking EMD waiver, Bidder has to furnish the latest self-certified copy of the relevant certificate as the case may be along with techno-commercial offer.

- For Central and State PSU's: Self-certified copy of certificate of incorporation is required.
- For Micro & Small industries: Copy of MSMED certificate along with certificate of CA certifying present status of MSMED as per **Annexure-I** is required.

It may be noted that for bidders other than (a) & (b) above, EMD is an essential requirement and waiver of this will not be given. However in very exceptional cases for justified reasons EMD may be waived **at the discretion of BHEL**. Such request should reach us 10 days before due date. Request received beyond the time specified shall not be entertained.

EMD shall not carry any interest.

EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/ vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and for unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award/LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Security Deposit Bank Guarantee (SDBG) (Anx II).



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61
E3609002

SCHEDULE-III

8. "Integrity Pact (IP)"

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

Details of IEM for this tender is furnish below:

	Name	Mail ID
1	Shri Arun Chandra Verma IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh IPS (Retd.)	vbsinghips@gmail.com

- (b) 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 word, entering into this pact would be a preliminary qualification.
- (c) Please refer section -8 of the 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.

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

Name:	Mulayam (Manager)	V M Gupta (DGM)
Deptt:	Central Management	Central Material Management
Address:	BHEL Jhansi	BHEL Jhansi
Phone:	0510-241-2734	0510-241-2614
(Landline/ Mobile)	9999618906	9453001013
Email:	mulayam@bhel.in	vmgupta@bhel.in
Fax:		



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60



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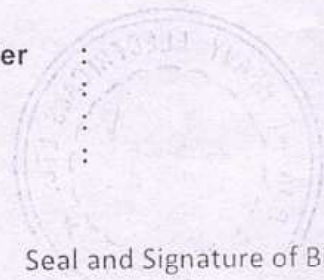
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9. Reverse Auction (RA) may be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction as per RA Guidelines.
10. *"BHEL shall be resorting to Reverse Auction (RA) (Guidelines 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."*
11. Bidders who are not registered with BHEL, Jhansi and wish to participate in bidding process to supply this item, may also submit duly filled bid. Such bidder should also submit their **Registration form ONLINE through Vendor Registration link at <https://clw.indianrailways.gov.in/>** as per CLW procedure. Such bidder has to enclose the copy of the acknowledgement received from CLW / submit an undertaking that they have submitted online application at CLW.
12. In case the bidder has been approved by CLW in Part - I category (Regular Source) for supply of Transformer Tanks for 3 phase Locomotives and have been considered for price bid opening / Reverse Auction, the bidder should submit ONLINE Supplier Registration Form (SRF) of BHEL through supplier registration link at www.bhel.com.

We confirm above instructions have been fully understood and the price bid has been submitted exactly in line with format at Schedule- VI without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order, quantity, slab rate, discount for quantity, different terms & pay etc.); BHEL has full right not to accept our offer.



Signature of Bidder
Name
Designation
Seal



Seal and Signature of Bidder



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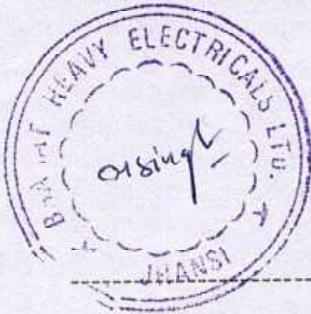
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59
E3609002

SCHEDULE-IV

TECHNO-COMMERCIAL TERMS & CONDITIONS :

1. The Technical requirements for the TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES shall be as detailed at Schedule -I
2. In Price Bid Format Part -B The rate should be quoted per Set on finish basis only for TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES.
3. Rates shall be quoted duly considering the GST Input Tax Credit/ Custom Duty Benefit credit available on the input material and the corresponding benefit on this account shall be passed on to BHEL.
4. The rates quoted shall be on FOR BHEL Jhansi basis. **Packing, Forwarding, Freight & insurance** from supplier's works to BHEL Jhansi works shall be in the scope of the bidder.
5. Taxes & Duties shall be extra as applicable on the date of actual delivery. Tenderers are advised in their own interest to familiarize themselves fully with various types of taxes and their rates. It may be noted that evaluation of quoted prices shall be done on the basis of landed cost at BHEL Jhansi which shall be arrived at after loading the prices wherever required. Applicable taxes & duties on the date of offer must be mentioned. If any bidder is found to incorrectly declare less value of GST or "NIL" GST in the offer, his contract will be terminated. For increase in GST rate slab during R/C period, required proof & undertaking will have to be given to this effect before same is admitted by BHEL.
6. The validity of the quotation shall be for a period of minimum 120 days from tender opening date and further it will be extend for 120 days from the date of opening of Price Bid/Reverse Auction.
7. **Payment Terms :-** 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL , on direct presentation of the documents. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation. Advance payment terms are not acceptable to us. If any offer received with advance payment terms, offer will be commercially rejected. The bidder who quotes any other terms of payment, their price will be loaded suitably. Base rate of SBI (as applicable on the date of opening of techno-commercial bid) +6% shall be considered for the period of relaxation sought by bidders.



Page 9 of 28

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SCHEDULE-IV

8. **Distribution of quantities in tenders:** Due to large quantity requirement, we may finalize tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders), but limited to capacity quoted by the bidder. Indicate your committed capacity for the items/ works/ services tendered and confirm that capacity offered by you against our tender shall be available for us during the entire period of Purchase Order/Contract.

Where the number of qualified responses (N) are three or more, the distribution shall be limited to (N-1) response. The manner and proportion of distribution shall be mentioned in the specific enquiry.

While the manner of distribution is mentioned in the enquiry, the absolute values of the unit of measurement shall be rounded off. For eg: If an allocation of 40% quantity results 23.5 units, the quantity allocated shall be 24 units. If an allocation of 40% quantity results in 23.3 units, the quantity allocated shall be 23 units.

The distribution shall be based on the acceptance given by the bidders to the L1 price counter offered to them. In case any or all of the bidders do not accept the counter offer, and a situation arises wherein bidder(s) who have agreed to the counter offer may have to be allotted more quantity than what has been proposed earlier, then the same shall be done, but limited to the capacity quoted by the bidder(s)"

Whenever, the number of techno commercially qualified responses (N) is two, BHEL reserves the right on whether or not to distribute the quantity on more than one bidder.

In this tender the quantities distribution shall be done between two bidders as below stated ratio (%).

P (No of vendors)	L1	L2	Total
1	100		100
2	70	30	100

Note: While the above patterns shall also be followed in long terms framework agreements (FA), performance of suppliers shall be monitored periodically, and loading in FA will also be subject to factors like (a) Customer approval of suppliers in specific projects, (b) quality surveillance at Supplier works, (c) Suppliers delivery and quality performance during execution of FA, (d) Pendency of orders on the supplier and (e) responsiveness in addressing post order completion issue at BHEL.

In view of above factors, the loading during execution of FA may vary with respect to allocated quantity. During execution of FA, if the performance of supplier is not upto the mark in respect of delivery/ quality performance/ quoted capacity of the bidder, BHEL reserve the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases, action shall be taken against defaulting supplier(s) as per guidelines of the Company, and the balance allocated full or part quantity of defaulting supplier(s) may be redistributed amongst other performing and willing vendors of FA.

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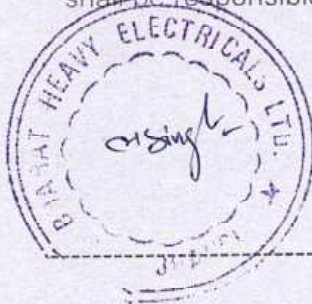
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57
E3609002

SCHEDULE-IV

9. **Risk Purchase Clause:** If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material (of the undelivered portion) from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser. In such cases, BHEL shall withhold bills, bank guarantees, etc. of the Supplier, which are pending either at BHEL, Jhansi or any other Unit of BHEL. Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the " Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website http://www.bhel.com/vendor_registration/vendor.php
10. **Delivery Terms:** While the delivery quoted in the offer at Sl. No.3 of Schedule V (at page 14) is for contractual purpose, BHEL reserves the right to seek more than the quoted capacity if the need arises. For such cases, vendor will be given prior intimation.
11. **LD Clause:** Failure to supply by the time specified on the purchase order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the delayed portion only of order value unless mutually agreed otherwise. BHEL security date mentioned on SRV (Store Receipt Voucher) shall be considered as delivery date for LD Purpose.
12. **Guarantee Clause:** Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi. However, wherever erection & commissioning also is in the scope of the bidder, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later. In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry. Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected. If the item supplied is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser



Page 11 of 28

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56



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SCHEDULE-IV

13. **Security Deposit Bank Guarantee (SDBG):** The successful vendor shall have to furnish a Security Bank Guarantee in format attached as per **Annexure-II** towards Successful Execution of contract for **0.5% of the Total Contract value** in the prescribed format within 30 days from the date of Rate Contract. In case of payment made through LC, SDBG has to be furnished within 30 days but before L/C opening. SDBG shall be from one of the Nationalised Banks in India or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of SDBG whether incurred in India or outside India will have to be borne by the vendor.

SDBG shall be kept valid until 60 days after the date of last Supply or last date of Expiry of contract whichever is later

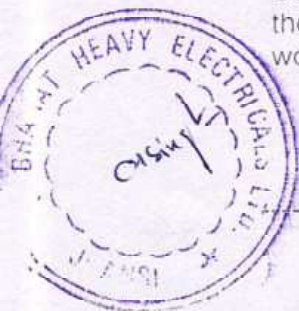
If the supplier fails to submit the SDBG even within 60 days from the date of PO, BHEL reserves the right to cancel Rate Contract & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.

This BG requirement is mandatory. If it is not accepted, the offer may be bypassed without any further intimation

14. **PVC/ERV Clause:** Price shall be firm during the period of ordering and supply. No Price Variation Clause/ Exchange Rate Variation clause shall be applicable.
15. **Period of Rate contract:** Quantities mentioned in tender are for Ordering for the period of one year from date of entering into rate contract and supply three Months thereafter. However R/C can be extended for further one more year on mutual agreement.
16. **Short Closure of Rate Contract:** BHEL reserves the right to short close the Framework agreement/ rate contract before its expiry at its sole discretion.
17. **Inspection:** For tanks, which are imported, complete TCs / IC shall be supplied along with supply of material as per Specification / PO.
For tanks which are manufactured indigenously, the supplier on readiness of the tanks as per Specification / PO, shall provide the TCs, pressure test reports, dimensional reports, levelling of mounting pads, weld finish & leak proof reports and undertaking that offered Tanks conforms all the relevant specifications and drawings and test requirements and performed satisfactorily.

Supplier shall then raise inspection call to CQX/Purchase. CQX reserves the right to inspect the job at supplier's works during manufacturing stage/final stage or after receipt at BHEL works.

Seal and Signature of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

MATERIAL MANAGEMENT DEPARTMENT

PO BHEL, JHANSI UP 284120

e-mail: mulayam@bhel.in, vmgupta@bhel.in, Tel: 0510-2412734 & 2614

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SCHEDULE-IV

BHEL CQX, based on the completeness of the reports submitted, shall provide final despatch clearance, BHEL CQX / Commercial may also forward the Inspection call to Indian Railway where ever felt necessary and as per approved Quality Plan. In such cases, BHEL CQX / Commercial shall provide the information by email to Supplier about Indian Railways Inspection at Suppliers Works. Despatch of the cleared job does not absolve the Supplier of the responsibility of supplying the tanks conforming to relevant specifications and to ensure satisfactory performance as per the terms and conditions of the contract.

In all tanks, be it imported or indigenous, on receipt of material at BHEL Jhansi, final acceptance of the tanks shall be given after due inspection by BHEL CQX / Indian Railway.

18. **Fraud prevention policy:** The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
19. Bharat Heavy Electricals Ltd does not bind itself to accept the lowest of any tender, but reserves to itself, the right to accept or reject all or a part of any tender at its discretion following BHEL purchase policy & Government guidelines.
20. **Settlement of Disputes & Arbitration:** All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
 - In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
 - In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
 - In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate
 - Guidelines of the Purchaser and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.
 - The Seller shall continue to perform the contract, pending settlement of dispute(s).
21. In case of any suit or other legal proceedings under or relating to this tender, the Courts at Jhansi shall have full jurisdiction.
22. The General Terms & Conditions of Enquiry (JHS 2055A R03) which are uploaded at https://jhs.bhel.com/apps/sip/enq/terms/enq_tems_current.pdf are to be read by the bidder before submitting quote in the Enquiry. BHEL shall construe the participation by the bidder in the enquiry as acceptance to the General Terms & Conditions of Enquiry. The bidder to





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E3609002

SCHEDULE-IV

provide signed and stamped copy of the General Terms and Conditions, as a mark of acceptance to the General Terms and Conditions.

23. **RC validity:** FA / RC shall be finalized for a period of 1 year (last day of 12th month) from date of award of formal RC letter with further 3 months of actual delivery quoted by the bidders' whichever is later.

24. Compliance to MAKE IN INDIA circular issued by Gol:

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.5.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable "

To avail purchase preference under Make In India guidelines, vendor should be categorized as Class 1/Class 2 supplier. For a vendor to be classified as "Class 1 local supplier"/" Class 2 local supplier", bidder from which support letter has been furnished shall have to submit annexure – III with seal and sign duly ratified / verified by statutory auditor or cost auditor of the company (in case of companies) or from a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

Signature of Bidder/Name :
Designation/ Seal :



Seal and Signature of Bidder

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(Bidder should fill up the blanks on General Part of this page)

BIDDER'S NAME :

.....

ADDRESS :-

.....

General Part:

<u>Sl.</u>	<u>Particulars</u>	<u>Remarks</u> (To be filled by the bidder)
1	Capacity reserved for BHEL Jhansi in nos (Al. Tank) per month. (Minimum capacity of 30 Nos. per month must be reserved for this tender, In case capacity is less than 30 Nos. per month, offer will be rejected. This capacity shall be adjudged from the past performance/supplies of the Al. Tank)	 Al Tank (in nos.) per month.
2	Present rate of GST applicable.	%
3	Delivery Period required from date of LOI / Purchase order for commencement of supply	in weeks
4	Rate of supply within one month of date of commencement of first supply, and every month thereafter. (In case supply rate is less than 30 Nos. per month, offer will be rejected)	----- Nos



Page 15 of 28

Seal and Signature of Bidder

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E3609002

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SCHEDULE-V

Techno- Commercial Part:

(Supplier should fill up this bid by putting the tick in accepted / non accepted column)

Sl.	Terms & Conditions	Please Tick v
1	Item Description TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG.NO HSTN003287 HSTN003290 AND HSTN003289 (1OF3 & 3OF3) & HSTN310675 LOT 6500 KVA CO-CO LOT 7500 KVA BO-BO LOT 7775 KVA LOCO TRANSFORMER.	Accepted/ Not accepted
2	Rate is to be quoted per no. Aluminum Tank, Cover, Components and Tank's accessories on finish basis.	Accepted/ Not accepted
3	Rates quoted in the price bid are on F.O.R. BHEL Jhansi basis including packing, forwarding and insurance charges.	Accepted/ Not accepted
4	Delivery shall be F. O. R. BHEL Jhansi.	Accepted/ Not accepted
5	Taxes and duties shall be extra as applicable on the date of actual delivery.	Accepted/ Not accepted
6	Risk Purchase Clause: If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material (of the undelivered portion) from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser. In such cases, BHEL shall withhold bills, bank guarantees, etc of the Supplier, which are pending at either BHEL, Jhansi or any other Unit of BHEL. Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php	Accepted/ Not accepted



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51
E3609002

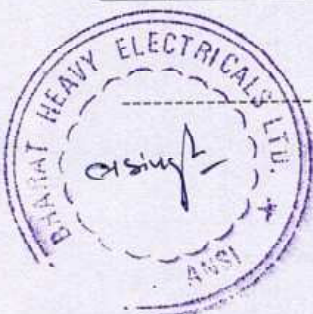
SCHEDULE-V

Sl.	Terms & Conditions	Please Tick v
	Inspection: For tanks, which are imported, complete TCs / IC shall be supplied along with supply of material as per Specification / PO. For tanks which are manufactured indigenously, the supplier on readiness of the tanks as per Specification / PO, shall provide the TCs, pressure test reports, dimensional reports, levelling of mounting pads, weld finish & leak proof reports and undertaking that offered Tanks conforms all the relevant specifications and drawings and test requirements and performed satisfactorily. Supplier shall then raise inspection call to CQX/Purchase. CQX reserves the right to inspect the job at supplier's works during manufacturing stage/final stage or after receipt at BHEL works.	Accepted/ Not accepted
7	BHEL CQX, based on the completeness of the reports submitted, shall provide final despatch clearance, BHEL CQX / Commercial may also forward the Inspection call to Indian Railway where ever felt necessary and as per approved Quality Plan. In such cases, BHEL CQX / Purchase shall provide the information by email to Supplier about Indian Railways Inspection at Suppliers Works. Despatch of the cleared job does not absolve the Supplier of the responsibility of supplying the tanks conforming to relevant specifications and to ensure satisfactory performance as per the terms and conditions of the contract. In all tanks, be it imported or indigenous, on receipt of material at BHEL Jhansi, final acceptance of the tanks shall be given after due inspection by BHEL CQX / Indian Railway	
8	LD Clause: Failure to effect supply by the time specified on the purchase order or period of extension granted in writing by BHEL will make the supplier liable to pay unconditional penalty of ½ % (half percent) of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the order value of only delayed portion unless mutually agreed otherwise.	Accepted/Not accepted
9	Validity of the offer shall be 120 days from the tender opening date and shall extend automatically by 120 days from the date of Opening of price bid.	Accepted / Not accepted

Seal and SCHEDULE-V

Page 17 of 28

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10	Payment Terms :- 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation. Advance payment terms are not acceptable to us. If any offer received with advance payment terms, offer will be commercially rejected. The bidder who quotes any other terms of payment, their price will be loaded suitably. Base rate of SBI (as applicable on the date of opening of techno-commercial bid) +6% shall be considered for the period of relaxation sought by bidders.	Accepted / Not accepted
11	During dispatch of the material, all supplied items shall be properly labeled.	Accepted / Not Accepted
12	L1 bidder will be decided as per following formula: Basic Rate + GST – Input Tax Credit.	Accepted / Not Accepted
13	PVC/ERV Clause: Price shall be firm during the period of ordering. No PVC/ERV Shall be applicable.	Accepted / Not Accepted



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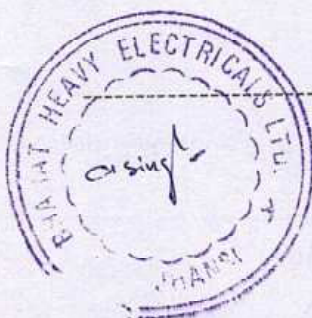
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PO BHEL, JHANSI UP 284120

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SCHEDULE-V

14	Guarantee Clause :- Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi. However, wherever erection & commissioning is in the scope of the bidder, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later. In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry. Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected. If the item supplied is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.	Accepted / Not Accepted
15	In case BHEL decides to go for Reverse Auction, you will participate in the Reverse Auction.	Accepted / Not Accepted
16	All the General Terms & Conditions of Enquiry (JHS 2055A R03) which have been uploaded at https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf have been read by us and we confirm acceptance of all the General Terms & Conditions of Enquiry	Accepted / Not Accepted
17	Quantities mentioned in tender are for Ordering for the period of one year (last from date of entering into rate contract and supply three Months thereafter. However R/C can be extended for further one more year on mutual agreement.	Accepted / Not Accepted
18	Acceptance to MAKE IN INDIA clause no. 24 of schedule IV	Accepted / Not Accepted



Page 19 of 28

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48



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E3609002

Note: If any of the above conditions are not accepted, the offer may be liable for rejection.
In case of any deviation, the same will be informed accordingly.

Person to be contacted:

Telephone No :

Fax No :

E mail Id :

Mobile No:

Signature of Bidder :

Name :

Designation :

Seal :



Seal and Signature of Bidder

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Bidders 'S NAME & ADDRESS:-**SCHEDULE-VI****PRICE BID (PART - B) : Applicable for Indian Bidders**

To,
Dy General Manager (MM)
BHEL JHANSI-284129.

Subject: - Price Bid against your Enquiry No. E3609002 for procurement of "AL TANK COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES on finish Basis FOR: LOT 6500 KVA CO-CO LOCO TRANSFORMER AND /OR LOT 7500 KVA/7775KVA/ 'BO-BO' / CO-CO LOCO TRANSFORMER

Total landed cost exclusive of Input tax credit for procurement of Aluminum Tanks Cover and accessories as given below :-

Sl .No.	Description	Aluminum Tank for LOT 6500 KVA CO-CO/ 7500KVA/7775KVA/ Bo-Bo / CO-CO Loco Trfr. (Rs. / No.)
(A)-	BASIC RATE (inclusive freight & insurance and all test and documents charges)	
(B)-	GST	
(C)-	Input Tax Credit (same as B)	
(D)-	TOTAL LANDED COST (A + B - C)	In figure
		In words

NOTE : The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be liable to be REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.

Signature of Bidder

Name

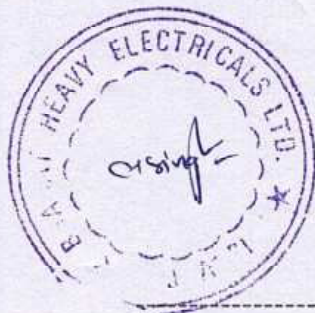
Designation

Seal

Seal and Signature of Bidder

Page 21 of 28

Regd. Office: BHEL House Siri Fort, New Delhi 110049





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e-mail: mulayam@bhel.in, vmgupta@bhel.in, Tel: 0510-2412734 & 2611

E3609002

SCHEDULE-VI

Bidders 'S NAME & ADDRESS:-

PRICE BID (PART - B) Applicable for Foreign Bidders/distributor of Foreign Bidders
comply to Make in India (MII) circular issued by GOI as clause 24 of schedule IV.

To,
Dy General Manager (MM)
BHEL JHANSI-284129.

Subject: - Price Bid against your Enquiry No. E3609002 for procurement of "AL TANK COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES on finish Basis FOR: LOT 6500 KVA CO-CO LOCO TRANSFORMER AND /OR LOT 7500 KVA/7775KVA/ ' BO-BO' / CO-CO LOCO TRANSFORMER

Total landed cost exclusive Input tax credit for procurement of Aluminum Tanks Cover and accessories as given below :-

Sl .No.	Description	Aluminum Tank for LOT 6500 KVA CO-CO/ 7500KVA/7775KVA/ Bo-Bo / CO-CO Loco Trfr. (Per No.)
(A)-	BASIC RATE on CIP BHEL Jhansi or CIF Nhava sheva basic (Incoterms 2015)	
(B)	Name of Currency	
(C)-	Name of Loading Port	

NOTE:

The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be liable to be REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.



Signature of Bidder
Name
Designation
Seal

Seal and Signature of Bidder



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45
E3609002

SCHEDULE-VII

INTEGRITY PACT

Between

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

and

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

Preamble

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

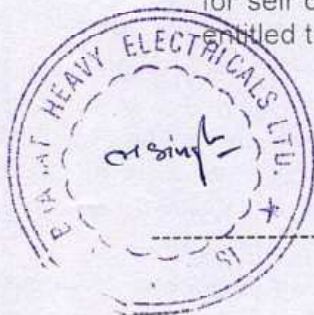
_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.



Page 23 of 28

Seal and Signature of Bidder

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44



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MATERIAL MANAGEMENT DEPARTMENT

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- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 -Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



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43
E3609002

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

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future contracts

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

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



Page 25 of 28

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Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.



Seal and Signature of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

E3609002

41

(A Govt. of India Undertaking)

MATERIAL MANAGEMENT DEPARTMENT

PO BHEL, JHANSI UP 284120

e-mail: mulavam@bhel.in, vmgupta@bhel.in, Tel: 0510-2412734 & 2614

- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



Page 27 of 28

Seal and Signature of Bidder

Regd. Office: BHEL House Siri Fort, New Delhi 110049

40



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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.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____



Seal and Signature of Bidder

PROFORMA FOR CA CERTIFICATE

Annexure-1

Certificate by Chartered Accountant on letter head

This is to Certify that M/s, (hereinafter referred to as "company") having its registered office at.....is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)dtd:....., Category:.....(Micro/Small).(copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on dateas per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5,2006 and subsequent Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME regarding change in definition of Micro, Small & Medium Enterprises (MSMEs) applicable w.e.f. 01.07.2020:

Rs.....Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:

Rs.....Lacs.

The above investment of RsLacs is within permissible limit of Rs..... Lacs formicro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name Membership

Number Seal of Chartered Accountant



PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at _____ (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____² (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs. _____⁴ (Rupees _____)⁴ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

39

Annexure-II

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁶ office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

36

Annexure-II

We, _____ (indicate the name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Date _____ Day of _____

for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

¹ NAME AND ADDRESS OF THE EMPLOYER. i.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

38

Annexure-II

- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

MATERIAL MANAGEMENT – CMM DIVISION

For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

As per the Provisions of this order, please submit a self-certification complying with the conditions below on company letterhead duly signed by competent authority.

I, hereby declare on behalf of M/s. that we are participating in the Enquiry No. floated by BHEL, JHANSI (UP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

2. As per the Provisions of this order, only "Class-I Local Suppliers"/ "Class-II Local Suppliers" are eligible to bid for the tender.

(a) A supplier will be treated as "Class-I Local Suppliers", if the items quoted by bidder have local content equal to or more than 50%.

(b) A supplier will be treated as "Class-II Local Suppliers", if the items quoted by bidder have local content more than 20% but less than 50%.

(c) 'Local Content' means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

3. I hereby declare that our firm qualifies as "Class-I Local Suppliers" or "Class-II Local Suppliers".

a. The Local Content in the Items quoted under this Enquiry is Percent

b. Details of location(s) in India where this value addition shall be done, is/are as follows:

(a)

(b)

(c)

(.....)

For M/s.

(Seal & Sign)

