

**BHARAT HEAVY ELECTRICALS LIMITED**

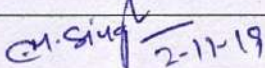
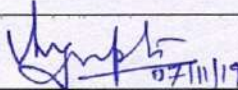
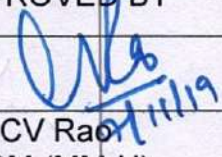
(A Govt. of India Undertaking)

MATERIAL MANAGEMENT DEPARTMENT**PO BHEL , JHANSI UP 284120**e-mail: mulayam@bhel.in, Tel: 0510-2412734**E3699001**

TENDER DOCUMENTS FOR ENQUIRY NO: E3699001 FOR FRAMEWORK AGREEMENT/ RATE CONTRACT FOR PROCUREMENT OF ALUMINUM TANK, COVER, COMPONENTS, EXPANSION TANKS & ACCESSORIES ON FINISH BASIS FOR ONE YEAR.

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PREPARED BY.	CHECKED BY	APPROVED BY
 2-11-19	 07/11/19	 07/11/19
Ch. Mulayam Dy. Manager (MM)	VM Gupta DGM (MM)	CV Rao AGM (MM-H)

Seal and Signature of Bidder



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SCHEDULE-I

QUALIFICATION CRITERIA FOR FRAMEWORK AGREEMENT (FA)/RATE CONTRACT ENQUIRY NO. E3699001 FOR PROCUREMENT OF ALUMINUM TANK AND ITS ACCESSORIES:

Qualification criteria shall be as under:

1. Bidder should have average annual financial turnover of Indian **Rs. 3.21 Crores or equivalent** (for foreign bidders) during last 03 financial years ending 31.03.19. For foreign bidders, the Ex-change rate of last day of particular financial year will be considered for conversion. Bidder has to submit the copy of audited balance sheet for last 3 years as a proof. In case the balance sheet of financial year 2018-19 is not audited, the provisional copy of balance sheet shall be accepted.
2. Bidders must be registered with **RDSO as Part - I category (Regular Source)** for supply of Transformer Tanks for 3 phase Locomotives. Bidder must be appearing in latest RDSO vendor list or documentary proof for the same is to be submitted by vendor before opening of Price Bid / Reverse Auction. Only those bidders who are approved by RDSO in **Part - I category (Regular Source)** for supply of Transformer Tanks for 3 phase Locomotives (before opening of Price bid) shall be considered for price bid opening / Reverse Auction.
3. In case the bid is submitted by authorized agent / distributor of the manufacturer (OEM), the copy of the valid authorization certificate from OEM must be submitted before opening of Price bid / Reverse Auction.



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

<u>Sl.No.</u>	<u>Item Description</u>	<u>Quantity (Sets)</u>
1	TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG. NO. HST N003287 HSTN003290 AND HSTN003289 (1OF3 & 3OF3) & HSTN310675 INCLUDING SPECIAL PROFILES AND SEAWORTHY CRATES. (FOR LOT 6500 KVA CO-CO LOCO TRANSFORMER) AND /OR (FOR LOT 7500/7775 KVA BO-BO/ CO-CO LOCO TRANSFORMER).	130 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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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 E3699001 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. E3699001, 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.

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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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Handwritten signature





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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. A panel of Independent External Monitors (IEMs) has appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno- commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other word, entering into this pact would be a preliminary qualification.

Details of IEM for this tender is furnish below:

1	Name	Shri Arun Chandra Verma IPS (Retd.)
2	Name	Shri Virendra Bahadur Singh IPS (Retd.)

- (b) 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 matters may be referred to the IEM mentioned in the tender.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department

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

Name:	Mulayam (Dy Manager)	V M Gupta (DGM)
Deptt:	Material Management	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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9. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). ***The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).***
10. In case BHEL decides to go for reverse auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the reverse auction. Those bidders who have given their acceptance to participate in reverse auction will have to necessarily submit 'Online sealed bid' in the reverse auction. Non-submission of 'Online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
11. H1 (Highest) Bidder(s) found during sealed bid auction may not be allowed to participate in reverse auction
12. 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 www.rdso.indianrailways.gov.in as per RDSO procedure. Such bidder has to enclose the copy of the acknowledgement received from

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RDSO / submit an undertaking that they have submitted online application at RDSO.

13. In case the bidder has been approved by RDSO 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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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-

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SCHEDULE-IV

commercial bid) +6% shall be considered for the period of relaxation sought by bidders.

8. **Manner of Splitting:** Contract may be established with 'n-1' suppliers (where n is techno-commercially accepted vendors) limited to 02 suppliers for execution of this contract and quantity distribution among L1 and L2 would be in the ratio (%) as shown in the below table based on L1 agreed rate.

No of vendors	L1	L2	L3	L4	L5	Total
1	100					100
2	67	33				100

In case there are only two Techno-Commercially acceptable bidders, the quantity may be split in above ratio among L1 & L2 bidders or BHEL reserves the right to load full quantity on L1 bidder.

Note: *The quantity distribution under rate contract shall be generally as per quantities allocated to the bidder, but limited to the capacity quoted by the bidder. The proportion and manner of splitting as stated above shall remain the same during execution of contract, as long as the vendor(s) continue to perform and meet the contractual capacity committed in the tender. However, the distribution also depends on the customer approval at vendors for specific projects.*

Wherever it comes to notice that the vendor is not performing on delivery or quality, or is not meeting the contractual capacity committed in the tender, or not executing the order or is not responsive on post order completion issues, suitable penal action shall be taken against the defaulting vendor(s) as per the Guidelines of the Company. In such cases, the balance allocated full or part quantity of the defaulting vendors may be re-distributed to other performing and willing vendors of the rate contract.

In view of above factors the loading during execution of rate contract may vary with respect to allocated quantity.

The L1 rate will be counter offered to L-2 Bidder for acceptance of L-1 rate. In case L-2 bidder do not accept our counter offer than further counter offering will be done till we have at least two sources. If no bidder accepts the counter offer rate, then the Total quantity will be sourced from L-1 bidder subject to quoted capacity.

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

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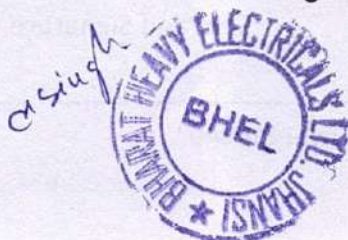
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SCHEDULE-IV

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>

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. CISF 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.
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

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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, TC / IC shall be submitted along with supply of material.

For tanks which are manufactured indigenously, the supplier on readiness of tanks as per specification / PO, shall provide the Supplier TC / Pressure Test / Dimensional Reports, seven days in advance, to BHEL CQX, by e-mail, for getting despatch clearance. While despatch clearance shall be provided by BHEL CQX based on the completeness of the reports submitted, BHEL CQX / Transformer Commercial (TRC) may also forward the call to RDSO, wherever felt necessary. In such cases, BHEL CQX shall provide the information by e-mail to the Supplier about RDSO inspection at Supplier Works. Despatch of the cleared jobs does not absolve the Supplier of the responsibility of supplying the tanks conforming to relevant specifications and to ensure satisfactory performance as per terms and conditions of the contract. In case there are situations, where there is a delay in inspection clearance from BHEL/RDSO, for which the supplier is not at fault, such cases will be considered for suitable compensation.

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

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 R02) which are uploaded at https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_121118.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 provide signed and stamped copy of the General Terms and Conditions, as a mark of acceptance to the General Terms and Conditions.

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:

Sl.	<u>Particulars</u>	Remarks (To be filled by the bidder)
1	Capacity reserved for BHEL Jhansi in nos (Al. Tank) per month. (Minimum capacity of 25 Nos. per month must be reserved for this tender, In case capacity is less than 25 Nos. per month, offer will be rejected)	 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 25 Nos. per month, offer will be rejected)	----- Nos



**BHARAT HEAVY ELECTRICALS LIMITED**

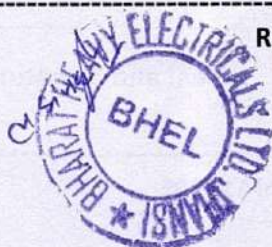
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MATERIAL MANAGEMENT DEPARTMENT**PO BHEL, JHANSI UP 284120**e-mail: mulayam@bhel.in, Tel: 0510-2412734**E3699001****SCHEDULE-V****Techno- Commercial Part:**

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

Sl.	Terms & Conditions	Please Tick v	
1	<u>Item Description</u> TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG. NO. HSTN003287 HSTN003290 AND HSTN003289 (1OF 3 & 3 OF 3) & HSTN310675 INCLUDING SPECIAL PROFILES AND SEAWORTHY CRATES. (FOR LOT 6500 KVA CO-CO LOCO TRANSFORMER). And / OR(FOR LOT 7500/7775 KVA BO-BO/CO-CO 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	<u>Risk Purchase Clause:</u> 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

Seal and Signature of Bidder



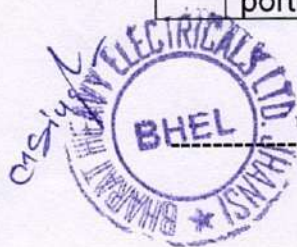
**BHARAT HEAVY ELECTRICALS LIMITED**

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MATERIAL MANAGEMENT DEPARTMENT**PO BHEL, JHANSI UP 284120**e-mail: mulayam@bhel.in, Tel: 0510-2412734**E3699001****SCHEDULE-V**

Sl.	Terms & Conditions	Please Tick v
7	Inspection: For tanks which are imported, TC / IC shall be submitted along with supply of material. For tanks which are manufactured indigenously, the supplier on readiness of tanks as per specification / PO, shall provide the Supplier TC / Pressure Test / Dimensional Reports, seven days in advance, to BHEL CQX, by e-mail, for getting despatch clearance. While despatch clearance shall be provided by BHEL CQX based on the completeness of the reports submitted, BHEL CQX / Transformer Commercial (TRC) may also forward the call to RDSO, wherever felt necessary. In such cases, BHEL CQX shall provide the information by e-mail to the Supplier about RDSO inspection at Supplier Works. Despatch of the cleared jobs does not absolve the Supplier of the responsibility of supplying the tanks conforming to relevant specifications and to ensure satisfactory performance as per terms and conditions of the contract. In case there are situations, where there is a delay in inspection clearance from BHEL/RDSO, for which the supplier is not at fault, such cases will be considered for suitable compensation. In all tanks, be it imported or indigenous, on receipt of material at BHEL Jhansi, final acceptance of tanks shall be given after due inspection by BHEL CQX / RDSO.	Accepted/ Not accepted
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

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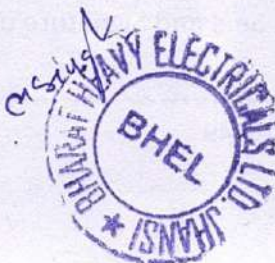
SCHEDULE-V

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
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

Seal and Signature of Bidder

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**BHARAT HEAVY ELECTRICALS LIMITED**

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MATERIAL MANAGEMENT DEPARTMENT**PO BHEL, JHANSI UP 284120**e-mail: mulayam@bhel.in, Tel: 0510-2412734**E3699001**

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 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. (Bidders to submit online sealed bid (during Reverse Auction less than or equal to sealed price bid filled in Part-B while submitting the offer already submitted to BHEL) (please note that Non-conformance to this clause may lead to rejection of your Bid)	Accepted / Not Accepted
16	All the General Terms & Conditions of Enquiry (JHS	Accepted / Not Accepted

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	2055A R02) which have been uploaded at https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_1211_18.pdf have been read by us and we confirm acceptance of all the General Terms & Conditions of Enquiry	
17	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.	Accepted / Not Accepted

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:

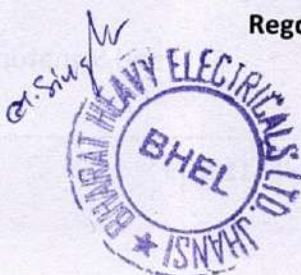
Signature of Bidder :

Name :

Designation :

Seal :

Seal and Signature of Bidder



**BHARAT HEAVY ELECTRICALS LIMITED**

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

E3699001**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. E3699001 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





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E3699001

SCHEDULE-VI

NOTE :

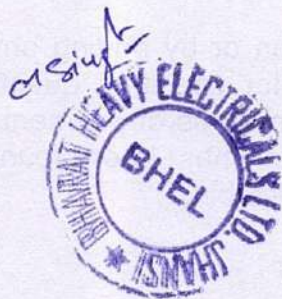
The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be liable to be REJECTED even if, offer has been found technically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

Signature of Bidder :

Name :

Designation :

Seal :



Seal and Signature of Bidder

**BHARAT HEAVY ELECTRICALS LIMITED**

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MATERIAL MANAGEMENT DEPARTMENT**PO BHEL, JHANSI UP 284120**e-mail: mulayam@bhel.in, Tel: 0510-2412734**E3699001****SCHEDULE-VI****Bidders 'S NAME & ADDRESS:-**
.....**PRICE BID (PART - B) For Foreign Bidders**

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

Subject: - Price Bid against your Enquiry No. E3699001 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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E3699001

INTEGRITY PACT

SCHEDULE-VII

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.

Seal and Signature of Bidder

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MATERIAL MANAGEMENT DEPARTMENT

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

E3699001

- 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.





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- 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 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

Seal and Signature of Bidder

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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.

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

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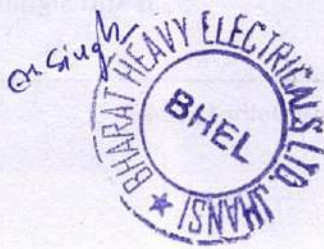
the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

- 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.
- 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.

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E3699001

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.

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.

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

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an. Singh 13.11.19

For & On behalf of the Principal

(Office Seal)
(धौधरी मुलायम)
DR. MANOJ K. MULAYAM
उप प्रबंधक (सामग्री प्रबन्धन)
Dy. Manager (MM)
बी.एच.ई.एल., झांसी
B.H.E.L., JHANSI

Place JHANSI

Date 13-11-19

Witness: _____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness: _____

(Name & Address) _____

Seal and Signature of Bidder



(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)