



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

NOTICE INVITING TENDER

Ref: CFP/CDC/2016-17/06

Date: 25.06.2016

NOTE: TENDER DOCUMENT IS AVAILABLE ON WEBSITE AS DETAILED BELOW. BIDDERS CAN DOWNLOAD FROM WEBSITE AND SUBMIT THEIR OFFER. TENDER DOCUMENT SHALL ALSO BE SOLD FROM THIS OFFICE .BIDDERS INTENDING TO PARTICIPATE MAY DOWNLOAD FROM WEBSITE OR PURCHASE THE TENDER DOCUMENT FROM THIS OFFICE.

Sealed offers in two part bid system are invited from reputed and experienced bidders (meeting PRE-QUALIFYING CRITERIAN as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document detailed below. Following points relevant to the tender may please be noted and complied with.

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	CFP/BHEL/2016-17/06
ii	Broad Scope of job	<i>Transportation of Consignments from BHEL Rudrapur to Punatsangchhu- I ,Punatsangchhu-II & Mangdechhu HEP site including Customs/Sales Tax Clearance at Indo-Bhutan Border for 6X200 MW Punatsangchhu-I ,6x170MW Punatsangchhu-II &4X180MW Mangdechhu Hydroelectric Project Bhutan.</i>
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>General conditions of contract (Supply)</i> Not Applicable.
b	Volume-IB	<i>General conditions of contract (Service)</i> Applicable.
c	Volume-IC	<i>Tech.Specification & Special conditions of contract (Supply)</i> Not Applicable.
d	Volume-ID	<i>Tech.Specification & Special conditions of contract (Service)</i> Applicable
e	Volume-IE	<i>Forms and Procedures etc.</i> Applicable
f	Volume-III	<i>Price Schedule (Absolute value)</i> Applicable
iv	Issue of Tender Documents	<p>1. <u>Sale from BHEL Rudrapur office: Start : 08.07.2016</u> Close: 28-07-2016.</p> <p>2. From BHEL website (www.bhel.com) & CPP portal www.eprocure.gov.in Tender documents can however be downloaded from website till due date of submission.</p> <p>1. Applicable 2. Applicable</p>
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 28-07-2016, Time: 15-00 Hrs. Place : BHEL office, CFP Rudrapur</p> <p>Applicable</p>
vi	OPENING OF TENDER	<p>Date: 28-07-2016. 2 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender.</p> <p>Applicable</p>
vii	EMD AMOUNT	<i>Rs.2,00,000/-</i> Applicable
viii	COST OF TENDER	<i>Rs.1, 000/-.</i> Applicable

ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 19-07-2016 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date : 21-07-2016, Time :15-00 Hrs. Place : BHEL office, BHEL office, CFP Rudrapur	Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Mrs Pravin Tripathi. IA & AS (Retd.) D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi-110068	Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & www.eprocure.gov.in /CPP Portal→Tender Notice) and not in the newspapers . Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

Following points relevant to the tender may please be noted and complied with:

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 2.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favor of Bharat Heavy Electricals Ltd, payable at Rudrapur, issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL CFP ,at **Rudrapur**, Sundays ..
- 3.0 Unless specifically stated otherwise, bidder shall have to deposit through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 4.1 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference.
- 5.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	

	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexures/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I D :Tech specification & Special Conditions of Contract (SCC)-Service	
ix.	Volume – I B : General Conditions of Contract (GCC) -Service	
x.	Volume – I E : Forms & Procedures etc.	
xi.	Volume – III- (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.	
xii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	ENVELOPE – II superscribed as: PART-I (EMD &/or COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the CFP BHEL Rudrapur floating the Tender	

	2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	
	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II- (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III– PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	
	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> o Envelopes I o Envelopes II o Envelopes III 	

4.0 SPECIAL NOTE:

- A) Your offer & documents submitted with the offer shall be signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents/annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 5.0** No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 6.0** BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 7.0** For any clarification on the tender document, you may seek the same in writing (2 copies) together with soft version (thru e-mail) as per enclosed format schedule date, from the office of the undersigned for clarification. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay.

Any clarification / query received after pre bid conference date shall not be entertained .

- 8.0** BHEL may decide holding pre-bid discussion [PBD] with any/ all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 9.0** In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before pre-bid meeting/submission of offer, or else, BHEL'S interpretation shall prevail & binding on you .
- 10.0** Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender along with TCNs including PBD.
- 11.0** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation.
- 12.0** BHEL reserves the right to go Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder to decide the successful bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.

In such case all qualified bidders will be intimated regarding procedure/ modality of process prior to RA and price will be decided through RA process only. In such a case, sealed envelope containing absolute value price bid (Volume-III) will not be opened.

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 tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue".

However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, absolute value price bid (Volume-III) contained in sealed envelope will be opened for deciding the successful bidder. BHEL's decision in this regard will be final & binding on bidder.

In case BHEL decides not to go Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

In case BHEL decides to go for reverse auction, the **H1** bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process. (Please refer Annexure-B to NIT)

- 13.0** The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD
- 14.0** While BHEL reserve the right to open the price bid (Cover-III) of the offers in **camera**, the date & time to open the Cover-III (PRICE BID) tender opening shall be intimated to the bidders i n case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend .
- 15.0** Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.

- 16.0** Corrigendum/ corrigendum/ extension/ addendum, if any, pertaining to this tender will be published in the web & www.bhel.com or will be issued directly to you, as applicable.
- 17.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 18.0** Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
- 19.0** In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid failing which offer from Bidder may not be considered .
- 20.0** The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 21.0** In case of consortium bidding, if applicable as per Pre-qualification Requirement, Standalone bidder can neither again be a prime bidder in a consortium bid nor be a consortium partner to any other bidder. Similarly, prime bidder shall neither be a consortium partner to other prime bidder nor submit any other bid with other consortium partners.
- 22.0** The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 23.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 24.0** The offers of the bidders who are on the banned list as also the offer of the bidders , who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).
- 25.0** It may please be noted that guidelines/rules in respect of Suspension of Business Dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed and shall be made available as required during execution of project to the successful vendors/ sub-contractors.
- 27.0** M S E suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through a-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
- 28.0** Annexure-A -Amendment to GCC shall be read in conjunction with GCC-Volume-IB.
- 29.0** Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.

30.1 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid-Volume-III
- d. Technical Conditions & Special Conditions of Contract (SCC) —Volume-ID
- e. General Conditions of Contract (GCC) —Volume-IB
- f. Forms and Procedures —Volume-IE

Thanking you,
for BHARAT HEAVY ELECTRICALS LTD.

ENGINEER(SCT)

Agency	Contact details	
BHEL, CFP, RUDRAPUR	Address	Kichchha By Pass Road Near FCI Go down
	Phone no	05944-257270/257268/257207 Mobile No. 9760080009
	FAX no	05944-243605
	E-mail	mlmeena@bhel.in rajnishk@bhel.in

Enclosures :

1. Annexure-1: Pre-qualifying criteria.
2. Annexure-2: Format for No-deviation certificate.
3. Annexure-3: Format for seeking query.
4. Annexure -A- Amendment to GCC.
5. Annexure -B- Terms & conditions of Reverse Auction.
6. Annexure-C- Certificate by Chartered Accountant on letter head
7. Other Tender documents as per this NIT.

ANNEXURE-1**PRE-QUALIFICATION CRITERIA**

SCOPE OF WORK	Transportation of Consignments from BHEL Rudrapur to Punatsangchhu- I ,Punatsangchhu-II & Mangdechhu HEP site including Customs/Sales Tax Clearance at Indo-Bhutan Border for 6X200 MW Punatsangchhu-I ,6x170MW Punatsangchhu-II &4X180MW Mangdechhu Hydroelectric Project Bhutan	
TENDER NO	CFP/CDC/2016-17/06	
	PRE-QUALIFYING REQUIREMENTS FOR BIDDERS:	Document to be attached
1.0	VENDOR SHOULD HAVE AVERAGE FINANCIAL TURN OVER OF MINIMUM Rs. 1.5 crors PER ANNUM FOR LAST THREE FINANCIAL YEARS ENDING 31-03-2016. VENDOR SHOULD SUBMIT AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST THREE FINANCIAL YEARS ENDING 31-03-2016. IN CASE AUDITED FINANCIAL STATEMENT HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENT SUBMITTED BY BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.	Copies of Audited annual Account i.e. Balance sheet for financial year i.e. 2015-16,2013,14,2014-15 or CA certified turn over Figure
2.0	VENDOR SHOULD HAVE EARNED CASH PROFIT IN AT LEAST ONE YEAR DURING LAST THREE FINANCIAL YEARS ENDING 31.03.2016. VENDOR SHOULD POSSESS POSITIVE NET WORTH AS ON 31.03.2016	Copy of Profit & loss account for Financial Year i.e.2015-16,2013-14, and 2014-15
3.0	THE VENDOR SHOULD HAVE A VALID PAN.	Photo copy of pan Card
4.0	VENDOR SHOULD HAVE EXECUTED TRANSPORTATION OF PROJECT EQUIPMENTS/ MACHINERY FROM INDIA TO SAARC COUNTRY BY ROAD.	Copy of Work order/PO / Letter of Intent(LOI)
5.0	IBA RECOMMENDATION: THE BIDDER SHOULD HAVE AN IBA RECOMMENDATION VALID ON THE DATE OF OPENING OF TENDER AND SHALL ALSO ENSURE THAT THE SAME IS VALID THROUGHOUT THE CURRENCY OF THE CONTRACT.	Letter From IBA. Approval Valid on date of tender opening and shall also be ensured the same shall be available throughout contract

Note: - Bidders must qualify above pre qualification requirements given against each criteria with documentary evidence wherever required. Bids of those bidders who do not meet any of the above listed pre qualification requirement will be rejected.

ANNEXURE - 2

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Component Fabrication Plant,
Kichchha by Pass Road. Near FCI Go down
Rudrapur US Nagar 263153

Sub	No Deviation Certificate.	
Job	Transportation of Consignments from BHEL Rudrapur to Punatsangchhu- I ,Punatsangchhu-II & Mangdechhu HEP site including Customs/Sales Tax Clearance at Indo-Bhutan Border for 6X200 MW Punatsangchhu-I ,6x170MW Punatsangchhu-II &4X180MW Mangdechhu Hydroelectric Project Bhutan	
Ref	1.0	Tender no CFP/BHEL/2016-17/06
	2.0	BHEL's NIT, vide reference no: CFPBHEL/2016-17/06, Date : 28.06.2016
	3.0	Other references (if any).

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited sites before submission of our offer and noted the job content & sites conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to Reverse auctioning Process .

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorised
representative of the contractor)

ANNEXURE - 3**FORMAT FOR SEEKING CLARIFICATION**

JOB	Transportation of Consignments from BHEL-Rudrapur to Punatsangchhu site including custom/sales tax clearance at Indo-Bhutan Border & with intermediate storage facility in Bhutan for 6X200 MW PHEP – I.
TENDER NO	Tender no CFPBHEL/2015-16/15

SI no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

Annexure -A**Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction" , which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process, provided minimum four bidders have submitted online sealed bids.

Annexure -B

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-11)

..... dtd:.....,
Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per
the latest audited financial year as 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 :
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

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category {Micro/ Small} (Strike off which
is not applicable) and the date of graduation of such enterprise from its original category is
..... (dd/mm/yyyy) which is within the period of 3 years from the date of
graduation of such enterprise from its original category as notified vide S.O.No.3322(E)
dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signatur

e) Name-

Membership number-

Seal of Chartered Accountant

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.

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

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

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant PC /PC Act. and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

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

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

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.

I 0.5 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

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address)

(Name & Address) _____

