



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

Bhel Bhawan , Plot No. Dj-9/1 , Secotr li , Salt Lake City , Kolkata
WEST BENGAL, INDIA

Phone : 033-2339 8220 FAX : 033-2321 1960

SUB: BHEL INVITES BID FROM REPUTED BIDDERS FROM INDIA AND BANGLADESH THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> OR CONVENTIONAL HARD COPY BID SUBMISSION FOR “SUPPLY OF 12000 MT REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT BAGERTHAT, BANGLADESH.”

Sealed offers are invited from reputed and experienced bidders from India & Bangladesh (meeting PRE-QUALIFYING CRITERIA) through e-procurement portal <https://bheleps.buyjunction.in> or conventional hard copy bid submission 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.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
1	TENDER NUMBER	PSER:PUR:PMX:351(III):098 Date 09/12/2017	
2	Broad Scope of job	SUPPLY OF 12000 MT REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT BAGERTHAT, BANGLADESH.	
3	ISSUE OF TENDER DOCUMENTS	a) <i>Online through e-procurement platform at https://bheleps.buyjunction.in</i> b) <i>in BHEL website (www.bhel.com, www.jantermanter.com & http://eprocure.gov.in (CPP Portal)</i>	a) Applicable b) Applicable
4	DETAILS OF TENDER DOCUMENT		
4.1	PART - A	Pre Qualifying Criteria	Applicable
4.2	PART- B	General conditions of contract i.e. GCC	Applicable
4.3	PART- C	Technical Specification i.e. TS	Applicable
4.3	PART- D	Special Conditions of Contract i.e. SCC	Applicable
4.4	PART- E	No Deviation Certificate	Applicable
4.5	PART- F	PRICE BID & UNPRICED PRICE BID	Applicable
4.6	PART- G	Terms & Conditions of Reverse Auction	Applicable
4.7	PART- H	Forms & Procedures	Applicable
5	COST OF TENDER	NIL	Not Applicable
6	DUE DATE & TIME OF OFFER SUBMISSION	Date: 19/12/2017 , Time: IST 15-00 Hrs. (Offer to be submitted online through e-procurement platform at https://bheleps.buyjunction.in or conventional hard copy bid submission)	Applicable
7	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 19/12/2017 , Time: IST 16-00 Hrs. (online through e-procurement platform at https://bheleps.buyjunction.in or conventional hard copy bid submission participating bidders may witness the same)	Applicable
8	LAST DATE FOR SEEKING CLARIFICATION	Date: 14/12/2017 (UP TO IST 12:00 Hrs.)	Applicable
9	EMD AMOUNT	Nil	Not Applicable
10	SCHEDULE OF Pre Bid Discussion (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)	<i>Shall be intimated to bidder in aforesaid websites only through TCN/Corrigendum/Addendum etc.</i>

11	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	IEM DETAILS NAME : Shri D.R.S Chaudhary, IAS (Retd.) ADDRESS: E-1/164 Arera Colony, Bhopal 462016 EMAIL: dilip.chaudhary@icloud.com	Applicable
12	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in a) Online through e-procurement platform at https://bheleps.buyjunction.in) b) BHEL website (www.bhel.com, www.jantermanter.com & http://eprocure.gov.in (CPP Portal) : and in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder in aforesaid websites only through TCN/Corrigendum/ Addendum etc.

1. The offer shall be uploaded as per the instructions of tender document. Only One set of tender document (in original, downloaded from website) signed by authorised company rep. of bidder and stamped on each page shall be uploaded/submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be uploaded/submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price bid only and to be submitted in e-procurement portal/platform or conventional hard copy bid submission, in the form and manner mentioned in tender. In case of E-PROCUREMENT ASSISTANCE & TRAINING, BIDDERS MAY CONTACT M/s Mjunction Services Limited (herein after called as MJUNCTION) HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM) or for any difficulty in downloading the tender from internet website, they should contact this office (DGM, Purchase Phone no. 033-23398221 or AGM, Purchase Phone no. 033-23398220).** alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

This is a tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in> or offline/conventional hard copy bid submission. The bidder should respond by submitting their offer online in our e-Procurement platform at <https://bheleps.buyjunction.in> or conventional hard copy bid submission. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED/SUBMITTED & MODALITY
TECHNICAL OFFER	1. Copy of Covering letter of offer (To be attached in Attachment section for e-proc) 2. Copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section for e-proc). 3. Copy of Techno-Commercial Offer (To be attached in Attachment section for e-proc) 4. Pre-qualifying documents with all credential documents 5. Duly filled all annexures except price & unpriced format (To be attached in Attachment section for e-proc.). 6. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section for e-proc.) 7. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section for e-proc.). 8. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section for e-proc). 9. No deviation certificate in bidders letterhead as per format given in Tender (To be attached in Attachment section for e-proc.).
UNPRICED PRICE BID	10. Price bid –Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section for e-proc.)
PRICE BID	11. Duly filled in Price bid as per tender. (To be attached in price bid Attachment section for e-proc.) Any other document uploaded/submitted in the price bid, apart from tendered Price Bid , shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- A) Your offer & documents submitted with the offer shall be signed and 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 / annexure 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.
- C) 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.
- D) INTEGRITY PACT :
- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c) Details of IEM for this tender is furnished below:
NAME : Shri D.R.S Chaudhary, IAS (Retd.)
ADDRESS: E-1/164 Arera Colony, Bhopal 462016
EMAIL: dilip.chaudhary@icloud.com
- d) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to 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."

2. 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.
3. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
4. 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 offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter.
5. You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
6. For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
7. BHEL may decide holding Pre-bid Discussion [PBD] with 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. Outcome of PBD (if any) shall also form part of tender.
8. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries /clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
9. 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/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders for clarification before due date of seeking clarification, 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 submission of offer, or else, BHEL's interpretation shall prevail & binding on you.

10. Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
11. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
12. 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 qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
13. While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
14. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
15. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender. Price Bids shall be evaluated in the manner as prescribed in Price Schedule.
16. Taxes and duties shall be as per tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
17. Bidders are required to submit price as per tender Price Bid format in e-procurement portal/platform or conventional hard copy bid submission in the form & manner as mentioned in tender.
18. "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.
19. 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).
20. 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. In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.
21. If it is found that L1 bidder has quoted higher in online seal 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).
22. Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR DGM / PURCHASE, BHEL, KOLKATA. Information and General Terms and conditions of Reverse Auction is attached in Part-F.
23. However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the

successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.

24. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
25. 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.
26. 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.
27. The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
28. The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped/ digitally signed (as applicable) 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.
29. The bidder may have to produce original document for verification if so decided by BHEL.
30. Suspension of Business dealings with Suppliers/ Contractors : BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-II.
31. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
32. Bidder should write "accepted" in the column "supplier confirmation" for each clause, if the conditions are agreeable or else should write the deviations sought in "deviation" column. If any clause left blank, shall be construed as, the clause is accepted by the bidder.
33. Supplier shall furnish specific conformance to all material specifications and terms and conditions (General and Special) mentioned hereunder as well as appearing in Annexures enclosed as acceptable to them along with their offer. Offers with deviation(s) are liable for rejection.
34. "MSME 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) /Udyog Aadhar Memorandum(UAM) 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 are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:-

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

35. “Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June,2017, & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50% , margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.

Any Indian Bidder intending to avail the benefits as shall submit the requisite documents as per the aforesaid order.”

36. 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:
- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
 - Notice Inviting Tender (NIT) & Pre-Qualifying Criteria (PART-A)
 - Price Bid & Unpriced Price Bid – PART-F
 - Technical Specification (TS) – PART-C
 - Special Condition of Contract (SCC)- PART-D
 - General Conditions of Contract (GCC)- PART-B
 - Forms and Procedures — PART- H

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in this web page

- Online through e-procurement platform at <https://bheleps.buyjunction.in>)
- BHEL website (www.bhel.com, www.jantermanter.com & <http://eprocure.gov.in> (CPP Portal) : only. As such, all the bidders are requested to be in continuous touch with this web page.

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

Name	(1) Animesh Bhakta / DGM (PURCHASE) (2) Subrata Sen/AGM & HOD (PURCHASE)
Deptt:	PURCHASE
Address:	BHEL Bhawan, DJ-9/1, Sector – II, Salt Lake, Karunamoyee, Kolkata – 700 091
Phone: (Landline / Mobile)	(1) 033-23398221 (2)) 033-23398220
Email:	abhakta@bhel.in , subrata.sen@bhel.in
Fax:	033-23211960

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD

DGM (Purchase)

- Encl: i) Integrity Pact,
ii) Technical Specification (TS)
iii) SCC

PART-A

PRE QUALIFYING CRITERIA

JOB	SUPPLY OF 12000 MT REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH.
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SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :
1.1	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF USD 2.18 MILLION OR EQUIVALENT AMOUNT DURING THE LAST THREE YEARS, ENDING ON 31-03-2017 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST THREE FINANCIAL YEARS, IN SUPPORT OF THE SAME.
1.2	IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
1.3	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA:
2.1	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING 7200 MT OF REINFORCEMENT STEEL TO GOVT / PSU/ REPUTED ORGANISATIONS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION. RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.
2.2	THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF REINFORCEMENT STEEL BAR IN BANGLADESH OR IN INDIA. SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.

GENERAL

A	BIDDER SHOULD SUBMIT VALID E-TIN OF BANGLADESH OR PAN OF INDIA.
B	CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL.
C	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
D	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
01	<p>The steel sections are required at Bagerhat, Bangladesh. Offers are invited to submit in two-parts.</p> <p><u>Part-I : TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID :</u> Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e; un price bid). Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date. (i) Technical Specification (Catalogues to be enclosed if any) (ii) BHEL Standard Terms & Conditions (iii) No deviation certificate (Part-E) (iv) Un Price Bid (Part-F)</p> <p><u>Part-II : PRICE BID</u> Price to be indicated in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected).</p> <p>The Technical-Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to 15.00 Hours on the said due date.</p> <p><u>If the vendor submits offer i.e. Technical & Price bid together in single envelope, the offer will be liable for rejection.</u></p>		
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".		
03	<p>BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.</p> <p>All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained.</p> <p>In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>		
04	Tender shall be strictly in accordance with the tender specifications.		
05	No revision in rates shall be entertained after opening of the tenders.		
06	<p><u>Warranty :</u> The material supplied will be covered under one year guarantee. Defects if any found within this period shall be replaced by supplier free of cost within one month notice.</p>		
07	Terms of payment : _ As per SCC		
08	<p><u>Delivery :</u> Delivery of the items to be completed within 30 days from the date of issue of MDCC (Material Dispatch Clearance Certificate) or 60 days from the date of issue of Purchase Order whichever is earlier.</p>		
09	<p><u>Liquidated Damage (LD) for delayed delivery beyond delivery period:</u> 0.5% of un dispatched goods per week up to max 15%. Invoice/LR/any other dispatch document date will be utilized for LD calculation, however inordinate delay in delivering the materials for reasons attributable to supplier will not suffice the case.</p>		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
10	Inspection : As per SCC		
11	TAXES & DUTIES : As per SCC		
12	The quotation should be valid at least for a period of 90 days from the tender due date of submission for placement of order (extended, if any). Price Variation Clause will not be entertained.		
13	Transit Insurance: Transit insurance charge is to be borne by BHEL. BHEL shall arrange comprehensive MCE insurance policy from M/s United India Insurance Co. Ltd, Apeejay House, Kolkata – 700 016. The vendor shall be responsible for timely intimation of dispatch particulars to the underwriter and BHEL, failing which the vendor shall be held responsible for the, loss/damage/theft/ of materials during transit. Vendor shall intimate dispatch particulars to the underwriter at the address as mentioned in the SI No 18 before dispatch of the material with copy to BHEL Site office.		
14	Force Majeure : The vendor shall be subject to force majeure clause defined as under : This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.		
15	Arbitration : In case of any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties. If any dispute or differences of any kind whatsoever shall arise between BHEL and you, arising out of the contract for performance of work whether during progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the engineer who within a reasonable period after being requested shall give written notice of his decision to you. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by you who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not. If after the engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to you by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event you being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of BHEL. Subject as aforesaid the provision of the Arbitration Act 1996 (India) or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The work under this contract shall continue to be performed by you during the arbitration proceedings and no payment due or payable to you shall be withheld on account of such proceedings. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator. This contract shall be governed by the Indian Laws for the time being in force. Any dispute arising out of this shall be referred to the sole arbitration of BHEL/PSER or any other officer nominated by the office and its award shall be final & binding on the parties. The venue of the arbitration in all cases shall be in Calcutta.		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
16	<p>Jurisdiction : All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.</p>		
17	<p>Rights of BHEL:</p> <p>(A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.</p> <p>(B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:</p> <p>i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution.</p> <p>ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier.</p> <p>iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.</p> <p>v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.</p> <p>vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.</p> <p>(#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.</p> <p>(C) Risk & Cost Amount against Balance Work: Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/Supply (*) as per rates of new contract B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). (*) Balance scope of work / supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.</p>		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
	<p>(D)LD against delay in executed work / supply in case of Termination of Contract : LD against delay in executed be work / supply shall calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value. Method for calculation of "LD against delay in executed work / supply" is given below. i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1 ii) Let the value of executed work / supply till the time of termination of contract= X iii) Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y iv) Delay in executed work / supply attributable to contractor/supplier i.e. $T2=[1-(X/Y)] \times T1$ v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier. (E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery : a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract. b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above. c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery. ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier. iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.</p>		
18	<p>CONSIGNEE: Consignee Address : Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Ltd. Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh</p> <p>Delivery Address : Construction Manager & GM Bharat Heavy Electricals Limited 2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh, Contact No.: +8801678582823</p>		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
19	<p><u>DISCOUNTS</u> Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.</p>		
LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS			
20	<p><u>Penalty Clause :</u> Non acceptance of LD Clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of LD clause. Example : If the supplier has accepted for maximum 5% LD clause, then balance 5% will be loaded.</p>		
21	<p>For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non - acceptance of any terms and conditions finally arrived before price bid opening.</p>		
22	<p>The offers not complying the above Terms & Conditions may not be accepted.</p>		

PART – E

TO
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR- II
SALT LAKE CITY KOLKATA – 700 091
FAX – 033-2321-1960

Sub: NO DEVIATION CERTIFICATE

**Sub: SUPPLY OF 12000 MT REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT
BAGERHAT, BANGLADESH.**

Tender No.: PSER:PUR:PMX:351(III):098 Date: 09/12/2017

Dear Sirs,

With reference to above, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and we offer our unqualified acceptance of the same. We also confirm that we have not changed/modified the tender documents as appeared in the website and in case of 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 Tender and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

We do not have any objections to splitting the quantity among the different bidders by BHEL.

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 strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

PART-F - PRICE BID							
S. N.	Item Description	UOM	Quantity	Unit Price (USD in figure)	Unit Price (USD in Words)	Total Price (USD in figure)	Total Price (USD in Words)
A	B	C	D	E		F = (D X E)	
	Basic Price						
a	Reinforcement Steel 8 mm diameter of Grade B500B as per latest BS 4449	MT	800			USD 0.00	No Dollars and No Cents
b	Reinforcement Steel 10 mm diameter of Grade B500B as per latest BS 4449	MT	1000			USD 0.00	No Dollars and No Cents
c	Reinforcement Steel 12 mm diameter of Grade B500B as per latest BS 4449	MT	900			USD 0.00	No Dollars and No Cents
d	Reinforcement Steel 16 mm diameter of Grade B500B as per latest BS 4449	MT	2000			USD 0.00	No Dollars and No Cents
e	Reinforcement Steel 20 mm diameter of Grade B500B as per latest BS 4449	MT	3000			USD 0.00	No Dollars and No Cents
f	Reinforcement Steel 25 mm diameter of Grade B500B as per latest BS 4449	MT	3200			USD 0.00	No Dollars and No Cents
g	Reinforcement Steel 32 mm diameter of Grade B500B as per latest BS 4449	MT	1100			USD 0.00	No Dollars and No Cents
1	Total Basic Price (Amount) [Sum of Item a,b,c,d,e,f,g]					USD 0.00	No Dollars and No Cents
2	Packing & Forwarding Charges (Amount)	MT	12000			USD 0.00	No Dollars and No Cents
3	Transit Insurance (Amount)					By BHEL	
4	Any other charges including transportation, unloading/loading, custom clearance if any, etc (Amount)	MT	12000			USD 0.00	No Dollars and No Cents
5	Total F.O.R. site price (Sum of amount of sl. nos.1,2 & 4) including all taxes & duties excluding Indian GST or Bangladesh VAT					USD 0.00	No Dollars and No Cents
	Note:						
a	For Indian Bidder : Bidder may please note that import for the project in Bangladesh shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per SRO-73. Also regulatory duty (RD), Advance trade VAT (ATV) & AIT are exempted / not applicable. Any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.						
b	For Indian Bidder: GST / Concessional GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST/Concessional GST along with Cess (as applicable) in their quoted price. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.						
c	For Indian Bidder: Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.						
d	For Bangladesh bidders : Suppliers shall quote price excluding Bangladesh VAT. VAT is separately payable for which the supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.						
e	For Indian Bidders: Bidder shall quote "Total F.O.R. site price including all taxes & duties excluding GST" in line with provisions as mentioned else where above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard. For Bangladesh bidders : Bidder shall quote their "Total F.O.R. site price including all taxes & duties excluding Bangladesh VAT" in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any.						
f	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, by statutory authority during contract period (including extension if the same is not attributable to vendor), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.						
g	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 19. GCC).						
h	Bidder must quote all the price elements mentioned in price bid. If any element left blank shall be construed as the price is included in Total Cost to BHEL at site excluding all creditable taxes, if applicable (Sl. No.5)						
i	Bidder must quote all the items otherwise the offer is liable for rejection. " Total F.O.R. site price (Sum of amount of sl. nos.1,2 & 4) including all taxes & duties excluding Indian GST or Bangladesh VAT (Sl No. 5) " in totality as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.						
j	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.						
l	Bidder's quoted rate/price shall remain firm for offer validity period.						
	SIGNATURE OF THE BIDDER WITH SEAL & DATE						
	Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.						

PART - F - UNPRICED - PRICE BID

SL. NO.	ITEM DESCRIPTION	UOM	QTY	UNIT PRICE (INR)	TOTAL PRICE (INR)
A	B	C	D	E	F = (D X E)
	Basic Price				
a	Reinforcement Steel 8 mm diameter of Grade B500B as per latest BS 4449	MT	800		0
b	Reinforcement Steel 10 mm diameter of Grade B500B as per latest BS 4449	MT	1000		0
c	Reinforcement Steel 12 mm diameter of Grade B500B as per latest BS 4449	MT	900		0
d	Reinforcement Steel 16 mm diameter of Grade B500B as per latest BS 4449	MT	2000		0
e	Reinforcement Steel 20 mm diameter of Grade B500B as per latest BS 4449	MT	3000		0
f	Reinforcement Steel 25 mm diameter of Grade B500B as per latest BS 4449	MT	3200		0
h	Reinforcement Steel 32 mm diameter of Grade B500B as per latest BS 4449	MT	1100		0
1	Total Basic Price (Amount) [Sum of Item a,b,c,d,e,f,g & h]				0
2	Packing & Forwarding Charges (Amount)	MT	12000		0
3	Transit Insurance (Amount)	By BHEL			
4	Any other charges including transportation, unloading/loading, custom clearance if any, etc (Amount)	MT	12000		0
5	Total F.O.R. site price (Sum of amount of sl. nos.1,2 & 4) including all taxes & duties excluding Indian GST or Bangladesh VAT				0

Note:

a	For Indian Bidder : Bidder may please note that import for the project in Bangladesh shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per SRO-73. Also regulatory duty (RD), Advance trade VAT (ATV) & AIT are exempted / not applicable. Any documentation needed for facilitating the imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.
b	For Indian Bidder: GST / Concessional GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST/Concessional GST along with Cess (as applicable) in their quoted price. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
c	For Indian Bidder: Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
d	For Bangladesh bidders : Suppliers shall quote price excluding Bangladesh VAT. VAT is separately payable for which the supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
e	For Indian Bidders: Bidder shall quote "Total F.O.R. site price including all taxes & duties excluding GST" in line with provisions as mentioned else where above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard. For Bangladesh bidders : Bidder shall quote their "Total F.O.R. site price including all taxes & duties excluding Bangladesh VAT" in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any.
f	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, by statutory authority during contract period (including extension if the same is not attributable to vendor), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
g	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 19. GCC).
h	Bidder must quote all the price elements mentioned in price bid. If any element left blank shall be construed as the price is included in Total Cost to BHEL at site excluding all creditable taxes, if applicable (Sl. No.5)
i	Bidder must quote all the items otherwise the offer is liable for rejection. "Total F.O.R. site price (Sum of amount of sl. nos.1,2 & 4) including all taxes & duties excluding Indian GST or Bangladesh VAT (Sl No. 5)" in totality as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
j	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.
k	Bidder's quoted rate/price shall remain firm for offer validity period.
l	Bidder to mention "QUOTED" or "NOT-QUOTED" in the price/rate column.
m	Bidder's quoted rate/price shall remain firm for offer validity period.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.

PART – G
General Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry 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.
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 Process Compliance form (**Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) 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” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) 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, (**as per Annexure-IV of Business Rule Document of Reverse Auction**) 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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. **In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with ‘Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012’.**

PART-H
FORMS AND PROCEDURES

ANNEXURE-1**FORMAT FOR SEEKING CLARIFICATION**(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Request for Clarification**Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

ANNEXURE-2

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</p> <p>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</p> <p>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
1.3	<p>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p>

1.3	<p>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</p> <ul style="list-style-type: none"> i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	<p>Banning across BHEL shall be imposed in following cases, if</p>
1.4.1	<ul style="list-style-type: none"> i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ willful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	<p>A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.</p>

Note: Above shall be applicable along with latest Guidelines for “Suspension of Business dealings with Suppliers/ Contractors” available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-3

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.

If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

ANNEXURE-4

(RTGS FORMAT – NEED TO BE SUBMITTED ALONG WITH OFFER . THE SAME IS REQUIRED FOR ANY PAYMENT BY BHEL INCLUDING REFUND OF EMD ETC.)

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

**SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL**

**CONFIRMATION BY BANKER
WITH OFFICE SEAL**

Note : Incorrect information will create accounting complications and payment will be delayed

RTGS DETAILS OF BHEL-PSER FOR EFT BY
BIDDER/CONTRACTOR

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor BHARAT HEAVY ELECTRICALS LTD.
02. Address ~~BHEL~~ BHEL HOUSE, SIRI FORT, N.DELHI
03. Vendors Bank A/c Name BHARAT HEAVY ELECTRICALS LTD.
04. Vendors Bank A/c No. 11107800029
05. Name of Bank STATE BANK OF INDIA
06. Name of Branch COMMERCIAL BR., SALT LAKE, SECTOR-V
KOLKATA
07. Branch Phone No. 033-23575666
08. City KOLKATA
09. IFSC Code of the Branch SBIN0004289

The charges if any for payment through RTGS may be recovered from
the Bill submitted by us

Signature of Authorised
Representative
के. के. कोआरी / K. K. Coari
उप महाप्रबन्धक (वित्त) / Dy. General Manager (Fin)
बी. एच. ई. लिम. - पो. एम. ई. अर - कोलकाता - 700 091
BHEL: PSER / Kolkata-700 091

Confirmation by Bank
with office seal
State Bank of India
SALT LAKE BRANCH
KOLKATA

Note: Incorrect information will create Accounting complications
and payment will be delayed

ANNEXURE-5

FAX NO.
Registration Number*
Name of Partners / Directors
Bidder Type Indian/ Foreign*
City*
State*
Country*
Postal Code*
PAN/TAN Number*
Company's Establishment Year
Company's Nature of Business*
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/SSI/ other}
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*
Contact Name*
Date Of Birth*
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)
Designation
Phone*
Mobile*

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 IPC / 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.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____
