

No. Cap/OT/17 - 18

Date: 8th November, 2017

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for obtaining tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **EMD in the form of Cheque / Bank Guarantee are not acceptable.**
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (No.)	Last date to get from BHEL	Opening date
1.	C/3991/2017/1377/T 2	CNC 6 Axis Profile Grinding and Polishing Machine for Polishing Blades from Super Alloys (INCONEL 617M ETC) as per attached specifications	01	05.12.2017	06.12.2017

- Technical specifications and PQR enclosed.
- Guarantee Certificate required as per enclosed technical specifications.
- Test Certificate required.
- Operation and Maintenance Manual Required.
- Recommended Spare Required.
- Special Tools Required
- Erection and Commissioning required at site.
- Pre-inspection by BHEL required.
- Input Tax credit available.
- E&C Time Period: 6 months from first call to vendor by BHEL.
- E&C charges will be 3% of machine cost.

Please be noted that item against the above tender is urgently required, hence, no extension to tender opening date shall be granted.

PLEASE NOTE THAT DRAWINGS AND SKETCHES AS REFERRED IN THE TECHNICAL SPECIFICATIONS SHALL BE FURNISH ONLY AFTER SIGNED AND **STAMPED NON-DISCLOSURE DOCUMENT** (Annexure VII) IS RECEIVED FROM THE VENDOR.

SDGM (Capital Purchase)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 01334-281147 / 1187

Enquiry No.: C/3991/2017/1377/T2

Date of issue : 8th November, 2017

Due Date : 6th December, 2017

M/s.....

Sub: Tender Enquiry No. C/3991/2017/1377/T 2

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and "Instruction to Bidders", in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (No.)	Delivery Required	EMD (Earnest Money Deposit)
1.	CNC 6 Axis Profile Grinding and Polishing Machine for Polishing Blades from Super Alloys (INCONEL 617M ETC) as per attached specifications	01	20.07.2018	Rs. 2,00,000.00 or equivalent in foreign currency

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendors should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

PLEASE SUBMIT DRAFT FOR EMD (drawn in favor of BHEL Hardwar) IN PART- I BID. This Part-I bid shall be opened by BHEL at 2 PM on the due date, in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

As per government guidelines, MSE vendors are exempted from submission of EMD. To claim exemption from EMD submission the MSE vendors must submit valid MSE certificate as mentioned in clause 1 (a) (1) in the "Instruction to Bidders".

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honour the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

EMD given by all unsuccessful vendors shall be refunded after opening of price bid of successful vendors. The EMD of successful vendors who are not L1 shall be returned after award of PO/LOI on L1 vendor. The EMD of L1 vendor shall be returned after submission of order acceptance.

EMD shall not carry any interest.

KINDLY READ "INSTRUCTION TO BIDDERS" **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED

For & ON BEHALF OF BHEL, HARDWAR
SDGM (Capital Purchase)

Instruction to Bidders

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

a) Part-I (Envelope I) : 1. EMD

or

Valid certificate towards exemption of EMD, applicable for Micro and small Enterprises, as mentioned below.

MSE 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 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 found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

2. Pre-Qualifying Requirement (PQR)

3. Techno-Commercial Bid.

b) Part-II (Envelope II) : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor /retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required. **Unsigned bids shall be ignored.**

The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer and PQR in envelope - I (Part-I) shall comprise of following:

- i) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
- ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- iii) Complete Technical offer.
- iv) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- v) Acceptance of commercial terms by vendor as per **Annexure I**.
- vi) Deviation with reference to specification to be laid down on separate sheet.
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation,
- vii) Copy of price Bid (without prices).
- viii) Any additional documents (please specify).

While submitting the offer, following points are to be taken care of by the vendor:

- **Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be ink signed and stamped in each page by authorized representative of the bidder.**
- **In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of ink signed and stamped (in each page) original bid to BHEL.**
- **If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.**
- **Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.**

Clause 1.2

The Price Bid in envelope - II (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-II.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

Note:

If in a price bid, non-conformities /errors /discrepancies are observed between the quoted prices in figures and that in words the following guidelines will be followed:-

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same is to be accepted by the bidder by a target date and in case the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) **The evaluation of tender shall be on the basis of "Total Landed cost at Destination" including Supply. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.**

f) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.

g) Foreign Suppliers:

i) **SEA CONSIGNMENTS:**

Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port.

ii) **AIR CONSIGNMENTS:**

Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport.

Further non-availability of ship / flight will not be accepted for rescheduling the delivery or waiver of penalties on account of delayed delivery.

h) Insurance during transportation shall be taken care of by BHEL.

i) The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in The techno-commercial bid.

j) The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.

Clause 2.0 – Tender Opening:

a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid (Envelope-I) comprising EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid as mentioned above.

Part II: Part II bid (Envelop-II) comprising Price Bid.

b) The tenders shall be opened in **TWO PARTS (Part-I & Part-II)** as described below:

- Part-I containing EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.
- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.
- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in part-I.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required)

Note :

After tender opening (Part-I), if it is found that:

- **The bidder has not submitted the requisite EMD (If applicable)**

- The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.

In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

However, offer of the bidder shall be treated as per the guideline mentioned in the Clause No. 1. (a) 1 above in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.

Clause 3.0 – Superscription on envelopes:

The following shall be super scribed on the envelopes:

PART-I

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD
4. PRE- QUALIFYING REQUIREMENT (PQR)
5. TECHNO-COMMERCIAL BID

PART-II

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

Clause 3.1 :

The part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----
-----CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:

To,

Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL,
Hardwar- 249403

Clause 3.2 :

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 5:

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

NOTE: PLEASE VISIT OUR SITE WWW.BHELHWR.CO.IN FOR GENERAL INSRUCTIONS AND STANDARD TERMS AND CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC. GISCTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR VENDORS.

For & on behalf of BHEL, Hardwar.

SDGM (Capital Purchase)

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

BHEL Standard Terms	Vendor's Acceptance
1. Payment terms: A) <u>For indigenous supply :</u> 80% of Supply value to be paid against dispatch documents through bank and balance 20% of supply value + E&C charges (all the services provided at BHEL) will be paid after satisfactory erection & Commissioning and submission of PBG of 10% of total PO value in BHEL prescribed format from any consortium bank of BHEL and valid for 30 days beyond guarantee period. Note for GST Payment: As described below. B) <u>For import supply :</u> <u>Payment Through L/C:</u> Where the payments are through L/C (L/C opening charges will be loaded), payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate and submission of PBG. Payment of E&C value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc. as envisaged in PO. Note for GST Payment: As described below.	

The L/C shall be opened by BHEL as per following:

(i) Within 30 Days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24 % to 80% of the Supply value of PO.

The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.

(ii) 15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period.

This L/C can be negotiated after:

(a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and

(b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the guarantee period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor. Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.

Direct Payment:

In case of direct payment, 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

Note for GST Payment:

Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL

Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode. Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: Base rate of SBI as applicable on the 31st March of preceding year from tender due date + 6% (per annum), of Basic cost of the item.	
2. PBG terms Performance Bank Guarantee (PBG) valid for 30 days beyond the guaranty period by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment. Note : In case of foreign vendors if some indigenous supply is involved then PBG value shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.	
3. Contract Execution Bank Guarantee (CEBG): Vendor has to submit Contract Execution Bank Guarantee for 10% of the total PO value (Supply Value) in the currency of order within 30 days from the date of purchase order in the form of Bank Guarantee in BHEL format from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by any Indian branch of BHEL consortium bank. CEBG shall be kept valid until 30 days after the date of E&C certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO.	

If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with BHEL's extant guidelines for Suspension of Business dealings with Suppliers. Under all circumstances, CEBG shall be kept valid till the PBG becomes operational. Note : In case of foreign vendors if some indigenous supply is involved then Contract Execution Bank Guarantee shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.	
4. CURRENCY OF PAYMENT: Freely tradable currency like Euro/USD/CHF/GBP/YEN/Rupees etc. For indigenous supply the currency shall be Indian Rupees.	
5. Insurance: Insurance shall be arranged by BHEL only.	
6. CHARGES FOR SERVICES AT BHEL HARIDWAR : Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc. For Indian Suppliers: It should be quoted in Rupees. For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees. These charges are essentially to be indicated separately in price bid. Vendor to confirm BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning Total commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment as per clause no. 1 of <u>'ANNEXURE - I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR'</u> above. The estimated percentage of erection & commissioning value is: 3% of machine cost	

7. TAXES : All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required. Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.	
8. ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within 30 days from the date of PO.	
9. Submission of Bank Guarantee: All bank guarantees like performance bank guarantee should be from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL (Annexure-III) and the bank guarantees should be in the format as prescribed by BHEL (Annexure-IV). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.	
10. Time Period for Supply and Commissioning of equipment: (Bidder should quote time period separately for 'Supply' and 'commissioning' of equipment.) • Earliest Time period (from the date of PO) required by bidder for supply of equipment : _____ Note : Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor. • Earliest Time period (after the 1st intimation by BHEL to supplier) required by bidder for commissioning of equipment : _____ Note: Time period required for E&C of equipment by vendor is: E&C time shall be within 6 months from first call to vendor by BHEL.	
11. Late delivery penalty Clause: Penalty on delay in 'Supply' and/or 'commissioning' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'commissioning'. A. For delay in supply: The rate of penalty for delayed Supply shall be @ 0.5% per week and part thereof of delay of total PO value (Supply + commissioning) in supply subject to a maximum of 10% of total PO value	

B. For delay in commissioning: The rate of penalty for delayed commissioning shall be @ 0.5% per week and part thereof of delay of total PO value (Supply + commissioning) in commissioning subject to a maximum of 10% of total PO value Maximum penalty for delay in Supply and commissioning together shall be limited to 15% of total PO value (Supply + commissioning). In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + commissioning) for the delayed machine. In case any bidder is not accepting the above penalty for delayed Supply and/or commissioning, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and commissioning period quoted by him. For the purpose of penalty for delay commissioning of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. For calculating Late Delivery penalty delivery date shall be considered as per following : 1. Indigenous Suppliers: a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR Transporter Godown:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank) 2. Import Supply: a. Delivery FOB / FCA port of discharge:- Date of BL/AWB b. Delivery CPT port of destination:- Date of AWB	
12. Delivery basis : - For Import : (A) SEA CONSIGNMENTS: Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port. (B) AIR CONSIGNMENTS:	

Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport. (Sea / Air Freight charges for import items must essentially be quoted and indicated separately in price bid.) For Indigenous : Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)	
13. Settlement of Disputes: - If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. - For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.	
14. Drawing / data approval : (If applicable) Any drawing / data approval, if required, from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.	
15. Drawing / design / information use (if applicable): The vendor to confirm that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for	

manufacturing for any other customer.	
16. Authorization for pre-inspection: BHEL is authorized to pre inspect the material at vendor's works as per the enclosed technical specifications. The material will be dispatched only after getting clearance from BHEL. Vendor should give PDI call at least 4 weeks in advance. For foreign suppliers, PDI call should reach BHEL at least 45 days in advance. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension. Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.	
17. Attending to any complaint during guarantee period : Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during guarantee period within 6 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.	
18. Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
19. Import Supply: a. Phyto-sanitary Certificate essential for packages (Wooden) b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.	
20. Validity: Validity of the offer should be 180 days from tender opening date.	
21. Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably	
22. Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-V attached). Vendors to give their confirmation for participation in Reverse Auction process.	
23. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address	
24. Foreign Suppliers: Dispatching port & Country to be mentioned essentially	
25. Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	
26. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from	

elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
27. Force Majeure Clause: a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. d. Evidence for this would be “Force Majeure” certificate issued by chamber of commerce of the concerned country.	
28. War Like Situation: If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.	
29. Signing of Integrity Pact (IP) : 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. The IP as enclosed with the tender (as Annexure-IX) 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. Details of IEM for this tender is furnished below: Name: Mr. Pravin Tripathi, Address: D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110068 Phone: +91 11 29533206 / 29531715 (b) Please refer Section-8 of 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. <i>Note:</i> <i>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.</i> For all clarifications/ issues related to the tender, Please contact: <i>Name: Dinesh Chauhan</i> <i>Deptt: PPX-CAP</i> <i>Address: BHEL, Haridwar</i> <i>Phone: 01334-281147/1187</i> <i>Email: dinesh-c@bhelhur.co.in</i> <i>Fax:01334 -226462</i> The IP duly signed by authorized official of bidder / contractor / vendor and authorized official of BHEL will form a part of Purchase order / contract.	
30. Details to be furnished by bidder i) Kindly specify the category of your registration under GST like Registered, Unregistered and composite dealer.	
ii) Kindly furnish your GST registration number, State Code and Name of the State of both the agency who will raise invoice & from where goods will be dispatched.	
iii) The bidder shall clearly indicate HSN (<i>Harmonised System Nomenclature</i>) / SAC (<i>Service Accounting Code</i>), and its description.	
iv) Kindly furnish the rate of GST applicable on your item against subject tender enquiry	
Note: 1) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account. 2) Statutory Variation in Taxes & duties as	

applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder. 3) Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.	
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ANNEXURE-II**PRICE SCHEDULE****For import supply**

Description	Unit Price (in foreign currency)	Total Qty (No.)	Total Price (in foreign currency)
CNC 6 Axis Profile Grinding and Polishing Machine for Polishing Blades from Super Alloys (INCONEL 617M ETC) as per attached specifications		01	
Total Essential Toolings / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
Total Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
Training of BHEL Engineers as per clause 2.36 of technical specifications (per day and per person basis)			
Packing & Forwarding charges (FOB / FCA Charges)			
Total FOB (For sea) / FCA (For Air) cost =			
Freight Charges (Sea / Air freight charges essentially to be quoted)			
Total C&F / CPT cost =			
**Total Erection & commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)			
GST on Erection & commissioning charges (mention applicable rate of GST)			

For indigenous supply

Description	Unit Price (in Indian rupees)	Total Qty (No.)	Total Price (in Indian rupees)
CNC 6 Axis Profile Grinding and Polishing Machine for Polishing Blades from Super Alloys (INCONEL 617M ETC) as per attached specifications		01	
Total Essential Toolings / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
Total Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
Training of BHEL Engineers as per clause 2.36 of technical specifications (per day and per person basis)			
Packing charges			
Forwarding charges			
Freight up to BHEL Haridwar stores			
GST on total supply value (mention applicable rate of GST)			
Total supply cost at BHEL Haridwar =			
** Total Erection & commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)			
GST on Erection & commissioning charges (mention applicable rate of GST)			

Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.

** Total Erection & commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment as per clause no. 1 of '**ANNEXURE - I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR**' above.

The estimated percentage of erection & commissioning value is: 3% of Machine cost.

NOTE:

- a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
- b) Per day per person rates against each category of training at vendor's work must be mentioned separately in Technical Specification.
- c) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optional as indicated in specification will not be taken for evaluation.
- d) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
 - i) Unit prices for variable items.
 - ii) Prices for any other OPTIONAL items.
- f) Transit insurance shall be arranged by BHEL.
- g) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- h) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- i) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- j) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- k) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- l) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.

- m) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
 - n) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
 - o) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
 - p) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
 - q) IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE: Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.
 - r) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.
 - s) Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.
1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
 2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelope. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

1. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :
Signature :
Name :
Designation :
Department :
M/s

- * Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank



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ANNEXURE-IV

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company") having agreed to exempt----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between ----- and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees----- only).

1. We, _____ (Indicate the name of the Bank) (hereinafter referred to as 'the Bank') at the request _____ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, _____ (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter.

5. We, _____(indicate the name of the Bank)_____ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, _____(indicate the name of the bank)_____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____(indicate the name of the bank)_____

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

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).

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder.

This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

DETAILS OF COMPANY PERFORMANCE**A. Capacity Details:**

Manufacturing Capacity (Major machines with Qty.)	Type of Major Machines	Qty.
Machines supplied during last 5 years (Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
Outstanding Order Book position (Type of Machine with Qty. & name of customers*)		
Liquidation Plan of all machines including BHEL machines under consideration for ordering		

* If any bidder is unable to give name of ALL the customer(s) due to confidentiality restrictions, they may give details without disclosing such customer's identity.

B. Performance of supplies to BHEL:

Details of POs to be considered in last 5 years shall include (i) Last 5 POs fully executed and (ii) all POs overdue for supply and/or E&C. Details of all machines in the POs to be given.

Sl. No.	Name of M/c with broad specs.	Name of BHEL Unit	P.O. No. & Date	P.O. Value	Supply Date		Erection & Commissioning		Reason of delay, if any
					As per P.O.	Actual/ Likely	E&C period incl. job prove out as agreed (in days)	Actual / Likely period of E&C completion (in days)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.									
2.									
3.									
4.									

Note:

1. In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.
2. Reasons for delay to be explained in details.
3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder.

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as on date 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 RsLacs 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 whichever is not applicable)** and the date of graduation of such enterprises from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises 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:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

Annexure- VIII

(This document to be filled in Duplicate & to be sent back to BHEL Haridwar)

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into the ____th day of _____ **2017** ("effective date"), by and between Bharat Heavy Electricals Ltd ("BHEL"), a company incorporated under the Companies Act 1956 having its registered office at BHEL House, Siri Fort, New Delhi- 110 049, having a factory at Heavy Electrical Equipment Plant, Ranipur, Haridwar- 249403 (Uttarakhand), India which expression unless repugnant to the context or meaning hereof shall mean and include its successors & permitted assigns, hereinafter referred to as "BHEL" or "Disclosing Party" and, hereinafter referred to as the "Receiving Party":

WHEREAS, BHEL, an engineering and manufacturing enterprise in India, has invited bids for Supply, Erection and Commissioning of **CNC 6 Axis Profile Grinding and Polishing Machine for Polishing blades from Super Alloys (INCONEL 617M ETC) as per enclosed specifications as per tender no. C/3991/2017/1377/T2**; and

WHEREAS, BHEL is required to disclose certain Technical drawings/information as referred in document '**Specification Cum Compliance Certification For CNC 6 Axis Profile Grinding and Polishing Machine: 1 Number**' of tender no. **C/3991/2017/1377/T2** , hereinafter referred to as "Technical Information" to the Receiving Party to enable them to submit their bids; and

WHEREAS, BHEL desires that the said Technical Information disclosed to the Receiving Party should be treated as confidential and not disclosed to any other party in a manner otherwise than what has been provided under this Agreement;

NOW THEREFORE, in consideration of the mutual promises recited herein, the parties agree to the following:

- 1. Purpose.** This Agreement sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of Technical Information and the responsibility of the Receiving Party to safeguard and protect such Technical Information.

2. **Limits of Agreement.** This Agreement and the Technical Information transmitted hereunder shall not be construed as:

- a. creating any obligation on either party to enter into any future contractual relationship of any kind; or
- b. granting or conferring any express or implied rights -- by license or otherwise -- for any invention or discovery, any patent covering such invention or discovery, or any trade secret or proprietary Technical Information, except as provided herein; or
- c. providing any right to use or sell information or products described in the Technical Information provided under this Agreement; or
- d. creating a partnership, joint venture or other business relationship between the parties; or
- e. altering any obligations, responsibilities, or rights which either party may have under any contract; or
- f. providing for the sharing of profits or losses arising out of the efforts of either or both parties.

3. **Limitations on Use and Disclosure of Technical Information.** Technical Information received by the Receiving Party under this Agreement shall be subject to the following restrictions on use, reproduction and disclosure:

- a. Such Technical Information shall not be disclosed to any third party without the prior written consent of the Disclosing Party.
- b. Such Technical Information shall be disclosed only to those persons who are employed by the Receiving Party, contract labor, consultant, or any other temporary, full or part-time labor categories who have a "need to know" in connection with the Purpose stated above.
- c. If the Receiving Party is confronted with legal action to disclose such Technical Information received under this Agreement, the Receiving Party shall promptly notify the Disclosing Party in writing in order to enable the Disclosing Party to seek an appropriate protective order. The Receiving Party shall reasonably assist the Disclosing Party in obtaining a protective order requiring that any

portion of such Technical Information required to be disclosed be used only for the purposes for which a court issues an order, or for other such purposes required by law.

- d. The Receiving Party may use Technical Information only for the purpose authorized by the Disclosing Party.
 - e. Technical Information shall not be copied or reproduced by the Receiving Party without the express written permission of the Disclosing Party, except for such copies as may be reasonably required for accomplishment of the purpose for which the Technical Information was given.
4. **Liability for Disclosure.** The Receiving Party shall instruct its employees of their obligations to maintain the confidentiality of Technical Information obtained from the Disclosing Party under this Agreement. In addition, each party shall be responsible for any actions on the part of its respective employees for any improper disclosure of Technical Information, which is disclosed to such employee.
5. **Assignment.** Neither party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other party; provided, assignment may be made to any entity succeeding to the entire interest of a party's business or the business of the division or group originally responsible for performance hereunder.
6. **Technical Data Protection.** The Receiving Party agrees to protect Technical Information provided by the Disclosing Party to it in accordance with this Agreement.

In the event that the Receiving Party does not protect said Technical Information as required by this Agreement the defaulting party shall be liable to indemnify the Disclosing Party for any direct, indirect or consequential loss or damage suffered due to the breach of this Agreement.

7. **Applicable Law.** This Agreement shall be construed by the laws of India and subject to the exclusive jurisdiction of courts at Haridwar.
8. **Waiver of Breach.** Any waiver by either party of a breach of the terms and conditions of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other term and condition hereof.

9. **Entire Agreement.** This Agreement contains the entire understanding between the parties concerning the subject matter hereof, superseding all prior contemporaneous communications, agreements, and understandings between the parties with respect to the disclosure and protection of Technical Information relating to the Purpose of this Agreement. The rights and obligations of the Parties shall be limited to those expressly set forth herein.

10. **Dispute Resolution.** All disputes, differences and / claims between the Parties under this Agreement shall be settled in an amicable manner in the first instance. In case the Parties fail to arrive at a settlement within sixty (60) days of the matter being referred by the aggrieved Party to the other, such disputes shall be finally settled in accordance with the provisions of The Arbitration and Conciliation Act, 1996 . The arbitrator shall be appointed by the unit head of HEEP, BHEL, Haridwar.

The place of the arbitration shall be Haridwar. The language of the arbitration shall be English. The Arbitrator shall record reasons for the award and the decision of the arbitral shall be final. The award shall be binding upon the Parties and such decision may be enforced by any court of competent jurisdiction.

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed with duplicate original copies by their duly authorized representatives.

BHEL:

Other party:

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

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

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
