

**BHARAT HEAVY ELECTRICALS LIMITED JHANSI - 284120**

(A Govt. of India undertaking)

Material Management**ENQUIRY NO. E1989025****TECHNO-COMMERCIAL ANNEXURE – 1****TECHNO COMMERCIAL BID**

QUOTATION NO _____ DATE _____

SUPPLIER'S NAME: _____

We have gone through all Special Remarks, Technical Specifications, "General Terms, and Conditions of Enquiry" and submitting offer as under:

Sl. no.	Particulars	Supplier's Confirmation
1-	Complete acceptance for supply of items as per Purchase / Tech. specification mentioned in the enquiry. Technical deviations, if any, are to be clearly brought out in offer itself. (Note: offers with technical deviations are liable for rejection)	☐ Accepted
2-	Acceptance to all special remarks and General Terms & Condition of Enquiry (Rev. 02) uploaded at https://jhs.bhel.com/apps/sip/enq_terms/enq_terms_121118.pdf . (Note: Read the terms & condition carefully before quoting.)	☐ Yes
3-	Guarantee / Warrantee / Conformance / Test Certificate as specified in enquiry will be provided along with supply	☐ Yes
4-	Taxes & Duties :- Extra as applicable & bidders to indicate following	☐ Accepted
	(a) Tarrif Head / HSN No.	
	(b) Applicable GST (mention NA if not applicable) : ☐ IGST OR : ☐ CGST & SGST Each	@ % @ %
5-	Price Bid submitted as per attached price bid format only (Copy of blank price bid is to be submitted with techno-commercial bid).	☐ Yes
6-	Delivery Terms:	
	For Indigenous Bidders: Acceptance to <u>Delivery Terms on F.O.R BHEL Jhansi as per clause 6(A)</u> of General Terms & Conditions	☐ FOR BHEL Jhansi
	For Foreign Bidders: Acceptance to <u>Delivery Terms on CIF/CFR as per clause 6(B) & (C)</u> of General Terms & Conditions	☐ CIF/CFR
7-	Acceptance to <u>Pricing Terms as per clause 11</u> of General Terms & Conditions	☐ Yes
8-	Acceptance for Prices on firm basis and no PVC is applicable	☐ Accepted
9-	Acceptance to <u>Price Validity</u> of 120 days from date of bid part-I opening.	☐ Yes
10-	Inspection of Goods as per clause 16 (A to D) of General Terms & Conditions	☐ Accepted
11-	Acceptance to <u>LD / Penalty for Delayed Performance (including Risk Purchase) as per clause 8(A to C)</u> of General Terms & Conditions	☐ Accepted
12-	Payment Terms:	
	For Indigenous Bidders: Acceptance to <u>Payment Terms as per clause 15(A).</u> Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.	☐ Accepted ☐ 90 days ☐ MSME

Sign of Authorized Signatory & Company seal :

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	For Foreign Bidders: Acceptance to <u>Payment Terms as per clause 15(B).</u> Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.	☐ LC within 120 days of BL ☐ CAD within 120 days of BL
13-	Acceptance to <u>Warranty, Corresponding Repairs / Replacement of Goods, and Deductions as per clause 17(A)</u> of General Terms & Conditions. Bidders to issue a certificate to this effect.	☐ Accepted
14-	Validity of RC: R/C Enquiry be valid for ordering up to 24 months from the date of finalization of R/C and three months thereafter for supply. R/C may be extended for further three months for ordering on mutual consent. Quoted rates shall remain valid throughout the validity of R/C.	☐ Accepted
15-	Quantity of items given in enquiry is indicative only. It may vary in +/- 30%. This quantity and variation of +/-30% is for evaluation of RC. During execution of RC awarded to a vendor quantity of item may vary in any ratio but it shall be limited to total value calculated on the basis of quantity of item awarded to a vendor limited to + / - 30% of the value of RC.	☐ Accepted
16-	Monthly Capacity reserved for BHEL Jhansi: Indicate your monthly capacity dedicated to requirement of BHEL Jhansi. Our required monthly capacity is 40 sets per month.	_____
17-	Quantity Distribution: Due to large quantity requirement we may finalize rate contract on two sources for supply (distribution shall be 70% to L1 & 30% to L2). Depending on the no. of techno-commercially acceptable offers received and acceptance of vendor on L1 rates, counter offer shall be sequentially given to L2, L3 and other vendors till we get required no. of vendors. Final ordering will be done on L1 rates.	☐ Accepted
18-	PO under R/C shall be placed sequentially as per our requirement. BHEL at its sole discretion can short close or cancel the R/C at any time.	☐ Accepted
19-	Delivery period: Our required delivery time for first lot is 06-08 weeks from the date of PO. Subsequent delivery of lots shall be as per BHEL requirement & limited to monthly capacity, accepted by supplier at Sl. No. 16 of this Annexure.	☐ Accepted
20-	All Items are to be ordered on a single source to avoid mismatching during assembly. Therefore, this enquiry shall be evaluated on overall L1 basis. Total value quoted in price bid (Annexure - 3) of all items put together shall be taken for evaluation on overall L1 basis	☐ Accepted
21-	Reverse Auction Clause: "BHEL reserves the right to go for Reverse Auction (guidelines available on bhel.com) instead of opening the sealed envelope price Bids, submitted by the Bidder. This will be decided after Techno-Commercial Evaluation. Bidders to give their acceptance for participation in the RA. Non-acceptance to participate in the RA may result in the non-consideration of their bids, in case BHEL decides to go for RA Those bidders who have given their acceptance to participate in the RA will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in reverse auction. Non-submission of 'Process compliance form' '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).	☐ Accepted

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	The bidders have to necessary submit online sealed bid less than or equal to their envelope sealed prices bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s) the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit. It will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com).” As a reminder to the bidder, system will flash to following message (in RED Color) during the course of’ online sealed bid’. “Bidders to submit online sealed bid less than or equal to their envelop sealed bid already submitted to BHEL”.			
22-	<u>Integrity Pact (IP):</u> 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) 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. Details of IEM for this tender is furnished below: <table><tr><td>Shri D.R.S Chaudhary, IAS (Retd.) E-1/164, Arera Colony, Bhopal 462016, M.P.</td><td>Mrs. Pravin Tripathi, IA & AS (Retd.) D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110068</td></tr></table> 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	Shri D.R.S Chaudhary, IAS (Retd.) E-1/164, Arera Colony, Bhopal 462016, M.P.	Mrs. Pravin Tripathi, IA & AS (Retd.) D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110068	☐ Integrity pact signed & submitted.
Shri D.R.S Chaudhary, IAS (Retd.) E-1/164, Arera Colony, Bhopal 462016, M.P.	Mrs. Pravin Tripathi, IA & AS (Retd.) D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110068			
23-	The above terms and conditions shall be read in conjunction with BHEL’s standard terms and conditions of Enquiry. Wherever difference in terms and conditions is there, the terms and conditions mentioned in this mandatory sheet shall prevail.	☐ Accepted		
24-	In case of deviation in acceptance given on this sheet from anywhere in your offer, acceptance given in this mandatory sheet shall be treated as final.	☐ Accepted		

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TECHNO-COMMERCIAL ANNEXURE – 2

**Qualifying Requirement for Procurement of Insulation kit for 3 ph.
Ftr. Loco Transformer – E1989025**

SUPPLIER FULFILLING THE FOLLOWING REQUIREMENT WILL BE ELIGIBLE FOR THIS TENDER:		
SL	REQUIREMENT	RESPONSE
1	Bidders should be the “Original Manufacturer” of Pre compressed board Components. For this, Bidders to provide Copy of DIC Registration Certificate / Certificate of incorporation / Factory license / GST Registration / Memorandum of Articles etc	☐ Yes ☐ Submitted
2	Bidders must be approved with CLW / RDSO / RCF / ICF as Part - I category (Regular Source) for supply of Pre compressed board Components for 3 phase Locomotives. Documentary proof for the same is to be submitted by vendor before opening of Price Bid / Reverse Auction. Only those bidders who are approved by CLW / RDSO / RCF / ICF as Part - I category (Regular Source) for supply of Pre compressed board Components for 3 phase Locomotives (before opening of Price bid) shall be considered for price bid opening / Reverse Auction.	☐ Yes ☐ Submitted
3	New vendors who are not registered with BHEL, Jhansi should submit duly filled “ Supplier Registration Form (SRF) ” along with the requested documents. The SRF is available on line on our website www.bhel.com	☐ Document Submitted

- We agree that our bid is liable to be rejected in case (a) the relevant information is not filled, (b) documentation is incomplete, (c) there are false declarations, and (d) do not meet the PQR.
- *Criteria at Sl. No. 3 is desirable. Other are mandatory.*

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QUOTATION No _____ DATE _____

SUPPLIER'S NAME: _____

Enquiry item no.	Quoted rate in figure (per unit of supply basis)	Quantity (Nos)	Total Item Cost
	(a)	(b)	(c = a * b)
Enq. # 1		200	
Enq. # 2		200	
Enq. # 3		600	
Enq. # 4		600	
Enq. # 5		400	
Enq. # 6		400	
*Total value of all Item Put Together (in Figure) (Σ)			
*Total value of all Item Put Together (in Words) (Σ)			

* **Evaluation of L1 & L2 will be done on this value only**

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

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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 Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

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

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____
