



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Ref: PSER:SCT:MIS-F1560:3799

Date: 20-06-2014

NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

Sealed offers are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

SALIENT DETAILS OF NIT		
SL NO	ISSUE	DESCRIPTION
1.0	SUBJECT OF NIT	Issue of tender for <i>Rate contract for transportation of BHEL-PSER owned cranes from one site to another site on door delivery basis.</i>
2.0	TENDER NO	PSER:SCT:MIS-F1560:14
3.0	DETAILS OF TENDER DOCUMENT	
3.1	Volume-I	<i>General conditions of contract - Applicable.</i>
3.2	Volume-IB	<i>General conditions of contract (service) - Not applicable.</i>
3.3	Volume-IC	<i>Special conditions of contract (supply) - Not applicable.</i>
3.4	Volume-ID	<i>Special conditions of contract (service) - Applicable (clubbed with Volume-II).</i>
3.5	Volume-IE	<i>Annexure, formats etc - Not applicable.</i>
3.6	Volume-II	<i>Technical specification along with Special conditions of contract-Applicable</i>
3.7	Volume-III	<i>Price schedule, Rev-0-Sub-category-1A - Applicable.</i> <i>Price schedule, Rev-0- Sub-category-1B- Applicable.</i> <i>Price schedule, Rev-0- Sub-category-1C- Applicable.</i> <i>Price schedule, Rev-0- Sub-category-2A - Applicable.</i> <i>Price schedule, Rev-0- Sub-category-2B- Applicable.</i> <i>Price schedule, Rev-0- Sub-category-2C- Applicable.</i>
3.8	Volume-IIIB	<i>Not applicable.</i>
4.0	TENDER START (ZERO) DATE	20-06-2014 <i>(Sale from BHEL PSER office</i> <i>Start: 20-06-2014</i> <i>Close: 10-07-2014</i> <i>From BHEL website (www.bhel.com & www.jantermanter.com)</i> <i>Tender documents can however be downloaded from website till due date of submission)</i>
5.0	DUE DATE, TIME & PLACE OF SUBMISSION OF OFFER	Date: 11-07-2014 Time: 15-00 hrs Place: BHEL office, Salt Lake City, Kolkata <i>(Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).</i>
6.0	DUE DATE & TIME OF OPENING OF TECHNO-	<i>Techno-commercial offer will be opened two hours after the latest due date and time of offer submission, for which bidder may depute representative. In case, the</i>

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POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23211798/ 23211796

	COMMERCIAL OFFER	<i>due date of opening of tender becomes a non-working day, tenders shall be opened on the next working day at 15:00 hours. Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender.</i>
7.0	LAST DATE OF SEEKING CLARIFICATION	02-07-2014 (Along with soft version also, addressing to undersigned & to others as per contact address given below)
8.0	SCHEDULE OF PBD	NA or as to be intimated later thru TCN.
9.0	EMD AMOUNT	Rs 2,00,000/-
10.0	COST OF TENDER	Rs 10,000/-
11.0	INTEGRITY PACT	Applicable
12.0	DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Shri D.R.S Chaudhary, IAS (Retd.) Flat No. L-202 & L-203 (1 st Floor) Ansal Lake View Enclave Shamla Hills Bhopal- 462 013

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Price shall not be mentioned by them anywhere in the techno-commercial offer. Price shall be furnished in the relevant price schedule only and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
- 2.0 Unless specifically stated otherwise, you have to remit cost of tender document (non-refundable) in the form of demand draft, drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata along with the techno-commercial offer.
- 3.0 You have to deposit EMD in cash (as permissible under income tax act)/ demand draft/ pay order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. EMD in the form of Bank Guarantee is not acceptable.
- 4.0 The offers shall be sent as per following details in separate sealed envelopes to BHEL, PSER, Kolkata as per address given below (refer salient details of NIT, pre-page, for applicability).

Sl no	Description	No of copy
I. COVER-I (TECHNO-COMMERCIAL BID)		
I.a	Offer forwarding/ covering letter.	Original & 1 copy.
I.b	Duly filled-in 'No deviation certificate' as per prescribed format to be placed after document under sl no I.a above. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no I.a above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	Original & 1 copy.
I.c	Techno-commercial offer enclosing supporting document/ annexure/ schedules/ drawing etc as required in line with pre-qualification criteria/ prescribed format. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	Original & 1 copy.
I.d	Duly filled-in annexures, formats etc of Volume-IE. (if applicable).	Original & 1 copy.
I.e	All volumes of tender document pertinent for the subject job along with this NIT	Original.

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	together with subsequent changes to tender in the form of TCN, correspondences etc, signed & stamped on all pages.	
I.f	Volume-IIIA/III & Volume-IIIB (Price Schedule), as applicable – un-priced (without disclosing rates/ price for Volume-IIIA/III and without disclosing % for Volume-IIIB), but mentioning only 'quoted/ unquoted' for Volume-IIIA/III and 'indicated % of total price against each item' for Volume-IIIB against each item of schedules.	Original.
I.g	Integrity Pact Agreement (Duly signed by the authorized signatory) (if applicable)	Original & 1 copy.
I.h	Any other details preferred by bidder with proper indexing.	Original.
II. COVER-III (COST OF TENDER)		
III. COVER-III (PRICE BID – ABSOLUTE VALUE)		
III.a	Copy of offer forwarding/ covering letter (as referred in I.a).	1 copy.
III.b	Duly filled-in Volume-IIIA/III (BOQ-cum-price schedule in absolute value) together with signed preamble in separate sealed envelopes for each sub-category. MAY REFER SCC (VOL-ID&II) ALSO.	Original.
IV. COVER-IV (PRICE BID - PERCENTAGE VALUE)- (if applicable).		
IV.a	Copy of offer forwarding/ covering letter (as referred in I.a).	1 copy
IV.b	Duly filled-in Volume-IIIB (BOQ-cum-price schedule in percentage value) together with signed preamble in separate sealed envelope.	Original
V. COVER-V (EMD)		
Demand Draft etc towards EMD as per instruction (as applicable).		
VI. COVER-VI		
All aforesaid sealed covers shall be enclosed in this cover & sealed. This cover shall be super-scribed with (i) Cover no; (ii) Details of covers inside this cover and (ii) Name of the job, tender document no & due date of submission.		

SPECIAL NOTE

- A) Your offer & documents submitted with the offer shall be signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 5.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 6.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 7.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 8.0 For any clarification on the tender document, you may seek the same in writing (2 copies) together with soft version (thru e-mail) as per enclosed format schedule date, from the office of the undersigned for clarification. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay. Any clarification / query received after pre bid conference date shall not be entertained.

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- 9.0 BHEL may decide holding pre-bid conference [PBC] with any/ all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
- 10.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before pre-bid meeting/submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.
- 11.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL's decision in this regard shall be final & binding.
- 12.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender along with TCNs including PBD.
- 13.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation.
- 14.0 While BHEL reserve the right to open the price bid(s) (Cover-II) of the offers in camera, the date & time to open the Cover-II (PRICE BID) tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 15.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 16.0 Validity of the offer shall be for six months from the due date of latest price offer submission (including extension, if any).
- 17.0 BHEL reserves the right to decide the successful bidder on the basis of reverse auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for reverse auction process prior to Reverse Auction and price will be decided through reverse auction process only. In such a case, sealed envelope containing price bid (Cover-III corresponding to Volume-IIIA/III) will not be opened. To derive absolute rate/ amount of each item of schedules, BHEL will open sealed envelope containing price bid (Cover-IV corresponding to Volume-IIIB), if applicable, alternatively, bidder will be asked to submit rate/ price break-up of Closing Price in line with Volume-IIIA/III.
- However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, Price Schedule (Volume-IIIA/III) contained in sealed envelope (Cover-III) will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 18.0 Corrigendum/ corrigendum/ extension/ addendum, if any, pertaining to this tender will be issued directly to you or/ and published in the web sites www.jantermanter.com and www.bhel.com, as applicable.
- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid failing which offer from Bidder may not be considered.

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- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 In case of consortium bidding, if applicable as per Pre-qualification Requirement, Standalone bidder can neither again be a prime bidder in a consortium bid nor be a consortium partner to any other bidder. Similarly, prime bidder shall neither be a consortium partner to other prime bidder nor submit any other bid with other consortium partners.
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.
- 26.0 "MSE suppliers can avail the intended benefits only if they submit along with 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 CA certificate (Format enclosed as per Annexure - C) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".
- 27.0 The offers of the bidders who are on the banned list as also the offer of the bidders , who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).

for BHARAT HEAVY ELECTRICALS LTD

SR.ENGINEER (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-23211798 (D)/ 1691. EPABX – 23216130, 34, 35; Extn – 3223/ 3228/ 3229/ 3230/ 3231
	FAX no	033-23211960
	e-mail	barna@bhelpser.co.in ; sganguly@bhelpser.co.in

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Format for No-deviation certificate.
03. Annexure-3: Format for seeking query.
05. Annexure-B: Terms & Conditions of Reverse Auction
06. Annexure-C: CA certificate Format.
07. Annexure-III Vendor Performance Feedback
08. Integrity Pact
07. Tender document as per above details.

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Annexure-1**PRE QUALIFYING CRITERIA**

JOB	Rate contract for transportation of BHEL-PSER owned cranes from one site to another site on door delivery basis.
TENDER NO	PSER:SCT:MIS-F1560:14

SL. NO.	CRITERIA	
1.0	BIDDER SHALL BE IN THE TRANSPORTATION BUSINESS DURING LAST FIVE YEARS.	
2.0	BIDDER SHALL FURNISH DOCUMENTARY EVIDENCE IN SUPPORT OF EXECUTING ATLEAST TWO JOBS DURING LAST FIVE YEARS OF TRANSPORTATION OF CRAWLER CRANES OF CAPACITY a. 200MT OR ABOVE FOR CATEGORY -1 (AS PER PRICE SCHEDULE) AND b. 75MT OR ABOVE FOR CATEGORY-2 (AS PER PRICE SCHEDULE), AS ON LAST DATE OF OFFER SUBMISSION.	
3.0	BIDDER SHALL BE IBA APPROVED TRANSPORTER AND DOCUMENTS SHALL BE FURNISHED IN EVIDENCE OF THE SAME.	
4.0	BIDDER SHALL HAVE AT LEAST ONE BRANCH OFFICE IN ANY THREE (03) OF THE FOLLOWING STATES:- ANDHRA PRADESH, CHATTISGARH, RAJASTHAN, ORISSA, WEST BENGAL, BIHAR, JHARKHAND, ASSAM, MIZORAM & TRIPURA. <i>FOR QUOTING AGAINST CATEGORY-2 (AS PER PRICE SCHEDULE), BIDDER SHOULD HAVE ONE OFFICE (OUT OF THREE) IN ANY OF THE NORTH-EASTERN STATES.</i>	
4.1	Bidder shall furnish valid documentary evidence in support of the above criteria. Office space in the office premises of any other company shall not be considered for this purpose.	
5.0	MINIMUM NO. OF VEHICLES OWNED BY THE TRANSPORTER	
a	Normal High Bed/Semi Low Bed Trailers	05 Nos.
b	Low Bed Trailer	01 No.
c	Multi Axle Hydraulic Trailer with puller (minimum 6 axle)	01 No.
d	Note: 1. Xerox copy of i) RC book, ii) National Permit, iii) Insurance iv) Fitness Certificate attested by a Notary Public in Original should be enclosed along with the Application. 2. BHEL may ask to produce original documents as per for each Vehicle mentioned in the application for verification of the same.	
6.0	CATEGORY WISE, AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF THE BIDDER, DURING LAST 3 (THREE) YEARS, ENDING ON 31-03-2013 SHOULD BE AS DETAILED BELOW:	
	CATEGORY (AS PER PRICE SCHEDULE OF TENDER)	TURNOVER (FIGURES IN LAKH)
6.1	CATEGORY- 1	RS. 164
6.2	CATEGORY- 2	RS. 19
6.3	CATEGORY- 1 & 2	RS. 183
6.4	THE BIDDER SHOULD HAVE EARNED PROFIT IN AT LEAST 1 (ONE) YEAR DURING LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2013. THE BIDDER SHOULD POSSESS POSITIVE NET WORTH AS ON FINANCIAL YEAR ENDING ON 31.03.2013.	

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	AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST 3 (THREE) YEARS, ENDING ON 31-03-2013 NEEDS TO BE SUBMITTED IN SUPPORT OF ABOVE REQUIREMENT. IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.
7.0	NO CONSORTIUM ARRANGEMENT WILL BE ALLOWED FOR THE JOB.
8.0	BIDDER SHOULD HAVE VALID PAN.

Note :Classification for different categories :

- a. CATEGORY 1:- INTER/INTRA STATE TRANSPORTATION EXCEPT NORTH EASTERN STATES, JAMMU AND KASHMIR, HIMACHAL PRADESH, UTTRAKHAND.
- b. CATEGORY 2: TRANSPORTATION FROM/TO NORTH EASTERN STATES, JAMMU AND KASHMIR, HIMACHAL PRADESH, UTTRAKHAND TO/FROM ANY OTHER STATE.

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ANNEXURE - 2**FORMAT FOR NO DEVIATION CERTIFICATE**
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Rate contract for transportation of BHEL-PSER owned cranes from one site to another site on door delivery basis.	
Ref	01	Tender No PSER:SCT-MIS:F1560:14.
	02	BHEL's NIT, vide reference no PSER:SCT:MIS:F1560:3799, Dated 20-06-2014
	03	Other references (if any).

Dear Sirs,

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

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

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

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

Thanking you,

Yours faithfully,

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

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ANNEXURE - 3**FORMAT FOR SEEKING CLARIFICATION**

JOB	Rate contract for transportation of BHEL-PSER owned cranes from one site to another site on door delivery basis.
TENDER NO	PSER:SCT-MIS:F1560:14.

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

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Annexure -BTerms & Conditions of Reverse Auction

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

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

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Annexure -C**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S....., (hereinafter referred to as 'company') having its registered office at..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-11)..... dtd:....., Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as 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.0.1722(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

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

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23211798/ 23211796

ANNEXURE-III

VENDOR PERFORMANCE FEEDBACK

NAME OF PROJECT:

NAME OF THE VENDOR:

WORK ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

SL NO.	DETAILS	PERFORMANCE FEEDBACK				
		5	4	3	2	1
1	MANPOWER					
1.1	Loading Supervisor Skill					
1.2	Job Co-ordinator Skill					
	TOTAL of 1					
2	QUALITY					
2.1	Quality of Provided Truck/Trailers					
2.2	Quality of Sleepers provided					
2.3	Quality of packing material provided					
2.4	Timely deployment of trailers					
2.5	Timely completion of job					
2.6	Work as per customer satisfaction					
	TOTAL of 2					
3	OTHERS					
3.1	Behavioral Aspect					
3.2	Responsiveness to statutory regulations and compliance level					
	TOTAL of 3					

(Signature of Site engineer)

(Signature of Construction Manager)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

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QUARTERLY EVALUATION OF VENDOR PERFORMANCE

NAME OF PROJECT:

NAME OF THE VENDOR:

WORK ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

SL. NO.	CRITERIA	MAX. SCORE	WEIGHTAGE	SCORE OBTAINED	WEIGHTED SCORE
1	MANPOWER	10	2.5		
2	QUALITY	30	2		
3	OTHERS	10	1.5		
TOTAL WEIGHTED SCORE (OUT OF 100)					
LESS: Score for Accidents attributable to Contractor during the reporting period (Major @ 3, minor @1)					
Major Accidents - Fatal, Permanent Disability, Major damage to Equipment					
Minor Accidents - All others.					
Net Weighted Score (out of 100):					-
Overall Performance Evaluation:			Good/ Satisfactory/Unsatisfactory		
Net Weighted Score					
80% and above			-Good		
Between 60% to 80%			-Satisfactory		
60% and Below			-Unsatisfactory		

Evaluation of Bidders performance to execute the job shall be based on as below:

- Net Weighted Score from PSER Sites > 60% , the services of vendor shall be Continued.
- Net Weighted Score from PSER Sites =< 60%, the rate contract of vendor may be terminated

(Signature of ENGR/FEX-HQ)

(Signature of Head/FEX-HQ)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23211798/ 23211796

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

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

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

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____
