

TECHNICAL BID ENCLOSURE : RFQ REF:HBS0000444 dt.10.05.2013 DUE DATE(TECH BID) : 29.05.2013												
SI No.	DESCRIPTION	Ref Clause in PS-439-432	QTY for 10MW	Unit	QUOTED	Taxes				Service Tax %	Remarks	
						ED%	CST %	VAT %	WCT %			
A	BOS Supply :											
1	Structure	4.1.1	1	SET	YES/ NO				NA	NA	Taxes Extra	
2	Cables-DC, LTAC, HT, Control and data Cables	5.2, 5.6	1	SET	YES/ NO				NA	NA	Taxes Extra	
3	SMU	4.5.1	1	SET	YES/ NO				NA	NA	Taxes Extra	
4	PCU	4.3	1	SET	YES/ NO				NA	NA	Taxes Extra	
5	a) CSS (Transformer, LT Panel, HT Panel)	5.1.1	1	SET	YES/ NO				NA	NA	Taxes Extra	
	b) Conventional switchyard (indoor LT panel, outdoor transformer, outdoor HT panel)	5.1.1	1	SET	YES/ NO				NA	NA	Taxes Extra	
6	SCADA	4.5	1	SET	YES/ NO				NA	NA	Taxes Extra	
7	Array earthing, LAs etc.	4.4	1	SET	YES/ NO				NA	NA	Taxes Extra	
8	HVAC	6.3	1	SET	YES/ NO				NA	NA	Taxes Extra	
9	HT Panels	5.1.1	1	SET	YES/ NO				NA	NA	Taxes Extra	
10	Cable tray for laying 7 runs of 1CX300 sqmm XLPE cable for 2.5 KM	5.9.8	1	SET	YES/ NO				NA	NA	Taxes Extra	
11	Auxiliary Transformers (approx. 200kVA & approx. 63 KVA)	3.0	1	SET	YES/ NO				NA	NA	Taxes Extra	
12	FCBC,Battery,ACDB,DCDB and Misc.	5.5.2	1	SET	YES/ NO				NA	NA	Taxes Extra	
13	11 KV Underground Cable for transmission - Approx. 38.5 Kms	3.1.12	1	SET	YES/ NO				NA	NA	Taxes Extra	
14	Weather Monitoring system	4.2	1	SET	YES/ NO				NA	NA	Taxes Extra	
15	Fiber Optic cable between both sites including data coverters	3.1.5	1	SET	YES/ NO				NA	NA	Taxes Extra	
16	Mandatory Spares	7.3, Exhibit-5	1	SET	YES/ NO				NA	NA	Taxes Extra	
B	Civil Works :											
1	CMCS building	6.3	As per requirement		YES/ NO						Taxes Extra	
2	Inverter rooms	6.5			YES/ NO							Taxes Extra
	a) Pre-fabricated type				YES/ NO							Taxes Extra
	b) RCC buildings				YES/ NO							Taxes Extra
3	Cable trenches (DC cables, AC cables and HT cables)	5.9.7			YES/ NO							Taxes Extra
4	Array Pedestals	4.1.1			YES/ NO							Taxes Extra
5	Drains	6.7			YES/ NO							Taxes Extra
6	Pathways	6.2			YES/ NO							Taxes Extra
7	Road	6.2			YES/ NO							Taxes Extra
8	HT panel platform	3.1.1			YES/ NO							Taxes Extra
9	a. CSS platforms with fencing	3.1.1			YES/ NO							Taxes Extra
	b. Conventional switchyard with fencing	3.1.1			YES/ NO							Taxes Extra
10	Approach Road	6.2			YES/ NO							Taxes Extra
11	LAs, Earthing etc.	4.4			YES/ NO							Taxes Extra
12	Module Water washing	6.6		YES/ NO							Taxes Extra	
13	RCC cable trench for 7 runs of 1CX 300 sq.mm cable for 3 KMs	3.1.12		YES/ NO							Taxes Extra	
14	Plant Boundary fencing	6.1		YES/ NO							Taxes Extra	
C	I&C :											
1	PV Array	4.1.1	1	AU	YES/ NO	NA	NA	NA	NA		Taxes Extra	
2	Inverter Rooms	6.5	1	AU	YES/ NO	NA	NA	NA	NA		Taxes Extra	
3	a. CSS	5.1.1	1	AU	YES/ NO	NA	NA	NA	NA		Taxes Extra	
	b. Conventional switchyard	5.1.1	1	AU	YES/ NO	NA	NA	NA	NA		Taxes Extra	
4	11 kv HT Yard Equipment	5.7, 5.1.1, 3.0	1	AU	YES/ NO	NA	NA	NA	NA		Taxes Extra	
5	Cable Line DC, LTAC, HT	5.2,5.6, ECC 23.00	1	AU	YES/ NO	NA	NA	NA	NA		Taxes Extra	
D	**O&M for 1 year	8.0	4	AU	YES/ NO	NA	NA	NA	NA		Taxes Extra	
E	Freight Charge (including Service Tax @ 3.09%) on Freight	NA		LUMPSUM	YES/ NO	NA	NA	NA	NA	3.09%	Taxes Included	
F	Insurance Charge	NA		LUMPSUM	YES/ NO	NA	NA	NA	NA	NA	Taxes Included	

- NOTE:** 1. Your quoted prices shall be on "Free On Road" basis to site (NTPC-Talcher, Odisha).
2. Please indicate % of taxes : ED, VAT/ CST, WCT, Service tax clearly applicable as on date.
3. Please quote only the basic rates. All taxes & duties shall be quoted extra as applicable.
4. The percentage of Supply, Civil Works, I&C and O&M values shall be in the ratio as indicated in RFQ.
5. For Supply & I&C, 1 SET/AU refers to the total qty for 10MW and **For O&M, the rate will be quarterly charge.
6. Contractor shall indicate the quantity for the above requirement based on their design.
7. Use this format for quoting (reproducing on your letter head is acceptable).

AUTHORISED SIGNATORY WITH SEAL

COMMERCIAL TERMS & CONDITIONS FOR DEVELOPMENT OF 10 MW SOLAR PHOTO VOLTAIC PLANT AT NTPC- Talcher, Odisha				
RFQ No.HBS0000444 RFQ DATE : 10.05.2013 DUE DATE : 29.05.2013				
Sl No.	Terms	BHEL Term	Confirmation	Deviation / Remarks
1	Bidding	(a) Bid has to be submitted as Two Part – in two sealed covers- Techno Commercial Bid(Part-1) & Price Bid (Part-II)- clearly written on each cover both put in a single sealed envelope super-scribed with RFQ No. and Due date.	AGREE	
		(b) Documents as called in Pre-Qualification Criteria (Clause 1.0) & Other Information (Clause 2.0) to be submitted along with technical bid(Part-1).	AGREE	
		(c) Enclosures- 1 & 2 to be submitted along with technical bid (Part-1) & Enclosure-3 to be submitted along with Price bid (Part-II).	AGREE	
		(d) Clause-wise compliance to BHEL Purchase specification along with all documents as called in Technical specification to be submitted along with technical bid(Part-1).	AGREE	
2	Price Basis	Firm i.e., from the date of PO to completion of supply if E&C is not applicable. If E&C is in supplier's scope, then the prices shall remain Firm till commissioning & handing-over of the complete system. (PVC clause not acceptable).	AGREE	
3	Terms of Delivery	Free On Road Basis to Project site : Talcher, Odisha	AGREE	
4	Delivery Period	(a) Supply : Completion within 12 weeks from the date of Drawing Approval. Drawing Submission : Within 3 weeks from PO date (progressively).	AGREE	
		(b) I&C : Completion within 4 weeks from supply date.	AGREE	
		(c) Civil Works : Completion within 20 weeks from PO date.	AGREE	
5	Payment Term	(a) Supply : .75% of basic supply value + 100% taxes & duties line itemwise with 30 days credit on receipt of material at site. 15% on I&C completion and certification .Balance 10% against PBG for 10% of basic supply value valid for 60 months from the date of successful completion of trial run + 6 months claim period from any of the BHEL Consortium banks.(Billing schedule has to be submitted by successful vendor after PO is released)	AGREE	
		(b) I&C : .90% on completion of I&C and certification line itemwise.Balance 10% against PBG for 10% of basic I&C value valid for 60 months from the date of successful completion of trial run+ 6 months claim period from from any of the BHEL Consortium banks.(Billing schedule has to be submitted by successful vendor after PO is released)	AGREE	
		(c) Civil Works : 90% on completion of activity milestone and certification line itemwise(Refer Enclosure 4). Balance 10% against PBG for 10% of basic Civil value valid for 60 months from the date of successful completion of trial run+ 6 months claim period from any of the BHEL Consortium banks.(Successful vendor shall submit billing schedule in consultation with BHEL for release of milestone payment.)	AGREE	
		(d) O&M : 100% O&M charges are payable on quarterly basis against report certified by BHEL	AGREE	
		(e) For any deviation in payment term, the offer will be liable for rejection.	AGREE	
6	Excise Duty	(a) To confirm whether applicable. If applicable, indicate prevailing rate of Excise duty. Prevailing rate of Excise duty : %	CONFIRM	
		(b) BHEL is trying to avail Customs Duty & Excise duty exemption.Successful bidder shall support with all relevant documents.	AGREE	
7	Sales Tax	(a) To confirm whether applicable. If applicable, indicate prevailing rate of Sales Tax against Form c. Prevailing rate of Sales Tax : %	CONFIRM	
		(b) For issue of form "C", vendor has to furnish "E1/E2" form.Please confirm that "E1/E2 Sale form" will be submitted.	CONFIRM	
8	Value Added Tax	Since it is inter-state movement of goods, VAT is not applicable. Only CST against form C is applicable	AGREE	
		OR Both are in the same State, VAT is applicable please indicate VAT applicable @ _____%	AGREE	

Sl No.	Terms	BHEL Term	Confirmation	Deviation / Remarks
9	Octroi	To confirm whether applicable, if applicable indicate current rate of Octroi _____%	CONFIRM	
10	Service Tax	To confirm whether applicable, if applicable indicate current rate of Service Tax _____% Furnish following : Service Tax Regn. No. Confirmation that Service Tax register is maintained.	CONFIRM	
11	Works Contract Tax	To confirm whether applicable, if applicable indicate current rate of Works Contract Tax _____% against applicable items.	CONFIRM	
12	Freight	If Freight is quoted extra, original money receipt from Transporter has to be submitted for payment of freight. Please indicate a lumpsum value for Freight charges in Price bid if quoted extra.	AGREE	
13	Insurance	Contractor shall organize insurance for the materials supplied. The insurance shall be arranged for the materials supplied by the successful bidder for a) The goods in transit b) Storage, erection and commissioning as per Clause 7.6 of Part-A of Technical Specifications.	AGREE	
14	Evaluation of L1 vendor	(a)Over all L1 of Supply + I&C + Civil works + O&M on "FOR" basis to site will only be considered.	AGREE	
		(b)The percentage of Supply, Civil works, I&C and O&M values shall be in the range indicated below(approximately,with overall tallying to 100%) : Supply : 65-70% Civil : 20-25% I&C : 5-8% O&M : 1-2%	AGREE	
15	Warranty	60 months from the date of successful completion of trial run for all items.	AGREE	
16	Pre Shipment Inspection	Pre Shipment Inspection will be carried out by BHEL/Customer for which test report shall be sent one week in advance.	AGREE	
17	Penalty	Penalty of 0.5% per week at the basic price of the good for undelivered quantity of supply portion, subject to a maximum of 10%. For Supply, Pre Shipment Inspection Call Letter Date (Receipt of test report) will be treated as delivery for purpose of penalty. For other activities the activity completion date as certified by Engg. will be considered for penalty calculation.	AGREE	
18	Road Permit	Road permit if applicable will be given by BHEL before Dispatch of ordered Items	AGREE	
19	Despatch Documents	Complete set of despatch documents in 3 sets shall be forwarded to BHEL directly. Despatch documents include Commercial Invoice, Excise Invoice (if ED is applicable), Lorry receipt (L/R), Packing list, Warranty certificate, Insurance intimation letter, & Original Performance Bank Guarantee (Directly from issuing bank to BHEL). One set of Invoice, Packing list and L/R shall be faxed immediately after despatch to BHEL-EDN, Bangalore.	AGREE	
20	Reverse Auction	BHEL reserves the right to conduct Reverse auction.Procedure for the same will be informed by BHEL . Please confirm your acceptance for reverse auction.	CONFIRM	
21	Other terms & conditions	For any other Terms and Conditions, kindly refer to the enclosed General Terms & Conditions of BHEL-EDN/IND/ENQ-01	AGREE	
22	Integrity Pact	The bidder shall sign an "INTEGRITY PACT" in the format enclosed (total 7 sheets). Only those vendors / bidders who have entered into such an Integrity pact with BHEL would be competent to participate in the bidding. In other words, entering into this pact is a preliminary qualification. The Name & Address of Independent External Monitor (IEM) is given below: Shri D P Bagchi, IAS (Retd.) Y-165,Regency Park - II, DLF City, Phase IV, Gurgaon - 122 009	AGREE	
23	Mandatory spares	Vendor shall quote for mandatory spares as per Exhibit-5.	AGREE	

PRICE BID FORMAT : RFQ REF:HBS0000444 RFQ DT.10.05.2013 DUE DATE(TECH BID) : 29.05.2013											
SI No.	Description	Ref Clause in PS-439-432	QTY for 10MW	Unit	Unit Rate (Rs.)	Taxes					Remarks
						ED%	CST %	VAT %	WCT %	Service Tax %	
A	BOS Supply :										
1	Structure Rate in words :	4.1.1	1	SET					NA	NA	Taxes Extra
2	Cables-DC, LTAC, HT, Control and data Cables Rate in words :	5.2, 5.6	1	SET					NA	NA	Taxes Extra
3	SMU Rate in words :	4.5.1	1	SET					NA	NA	Taxes Extra
4	PCU Rate in words :	4.3	1	SET					NA	NA	Taxes Extra
5a	CSS (Transformer, LT Panel, HT Panel) Rate in words :	5.1.1	1	SET					NA	NA	Taxes Extra
5b	Conventional switchyard (indoor LT panel, outdoor transformer, outdoor HT panel) Rate in words :	5.1.1	1	SET					NA	NA	Taxes Extra
6	SCADA Rate in words :	4.5	1	SET					NA	NA	Taxes Extra
7	Array earthing, LAs etc. Rate in words :	4.4	1	SET					NA	NA	Taxes Extra
8	HVAC Rate in words :	6.3	1	SET					NA	NA	Taxes Extra
9	HT Panel Rate in words :	5.1.1	1	SET					NA	NA	Taxes Extra
10	Cable tray for laying 7 runs of 1CX300 sqmm XLPE cable for 2.5 KM Rate in words :	5.9.8	1	SET					NA	NA	Taxes Extra
11	Auxiliary Transformers (approx. 200kVA & approx. 63 KVA) Rate in words :	3.0	1	SET					NA	NA	Taxes Extra
12	FCBC, Battery, ACDB, DCDB and Misc. Rate in words :	5.5.2	1	SET					NA	NA	Taxes Extra
13	11 KV Underground Cable for transmission - Approx. 38.5 KMs Rate in words :	3.1.12	1	SET					NA	NA	Taxes Extra
14	Weather Monitoring system Rate in words :	4.2	1	SET					NA	NA	Taxes Extra
15	Fiber Optic cable between both sites including data converters Rate in words :	3.1.5	1	SET					NA	NA	Taxes Extra
16	Mandatory Spares Rate in words :	7.3, Exhibit - 5	1	SET					NA	NA	Taxes Extra
B	Civil Works :										
SI No.	Description	Ref Clause in PS-439-432	QTY for 10MW	Lumpsum Rate (Rs.)	Taxes					Remarks	
					ED%	CST %	VAT %	WCT %	Service Tax %		
1	CMCS building Rate in Words :	6.3	As per site requirement								Taxes Extra
2a	Inverter rooms : Pre-fabricated type Rate in Words :	6.5	As per site requirement								Taxes Extra
2b	Inverter rooms : RCC buildings Rate in Words :	6.5	As per site requirement								Taxes Extra
3	Cable trenches (DC cables, AC cables and HT cables) Rate in Words :	5.9.7	As per site requirement								Taxes Extra
4	Array Pedestals Rate in Words :	4.1.1	As per site requirement								Taxes Extra
5	Drain Rate in Words :	6.7	As per site requirement								Taxes Extra

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B Civil Works :											
Sl No.	Description	Ref Clause in PS-439-432	QTY for 10MW	Lumpsum Rate (Rs.)	Taxes					Remarks	
					ED%	CST %	VAT %	WCT %	Service Tax %		
6	Pathway	6.2	As per site requirement							Taxes Extra	
Rate in Words :											
7	Road	6.2	As per site requirement							Taxes Extra	
Rate in Words :											
8	HT panel platform	3.1.1	As per site requirement							Taxes Extra	
Rate in Words :											
9a	CSS platforms with fencing	3.1.1	As per site requirement							Taxes Extra	
Rate in Words :											
9b	Conventional switchyard with fencing	3.1.1	As per site requirement							Taxes Extra	
Rate in Words :											
10	Approach Road	6.2	As per site requirement							Taxes Extra	
Rate in Words :											
11	LA, Earthing etc.	4.4	As per site requirement							Taxes Extra	
Rate in Words :											
12	Module Water washing	6.6	As per site requirement							Taxes Extra	
Rate in Words :											
13	RCC cable trench for 7 runs of 1CX 300 sq.mm cable for 3 KMs	3.1.12	As per site requirement							Taxes Extra	
Rate in Words :											
14	Plant Boundary fencing	6.1	As per site requirement							Taxes Extra	
Rate in Words :											
Sl No.	DESCRIPTION	Ref Clause in PS-439-432	QTY for 10MW	Unit	Unit Rate (Rs.)	Taxes					Remarks
						ED%	CST %	VAT %	WCT %	Service Tax %	
C I&C :											
1	PV Array	4.1.1	1	AU		NA	NA	NA	NA	Taxes Extra	
Rate in Words :											
2	Inverter Room	6.5	1	AU		NA	NA	NA	NA	Taxes Extra	
Rate in Words :											
3a	CSS	5.1.1	1	AU		NA	NA	NA	NA	Taxes Extra	
Rate in Words :											
3b	Conventional switchyard	5.1.1	1	AU		NA	NA	NA	NA	Taxes Extra	
Rate in Words :											
4	11 kV HT Yard Equipment	5.7, 5.1.1, 3.0	1	AU		NA	NA	NA	NA	Taxes Extra	
Rate in Words :											
5	Cable Line DC, LTAC, HT	5.2,5.6, ECC 23.00	1	AU		NA	NA	NA	NA	Taxes Extra	
Rate in Words :											
D	**O&M for 1 year	8.0	4	AU		NA	NA	NA	NA	Taxes Extra	
Rate in words :											
E	Freight Charge (including Service Tax @ 3.09%) on Freight			LUMPSUM		NA	NA	NA	NA	3.09%	Taxes Included
Freight Charge in words :											
F	Insurance Charge			LUMPSUM		NA	NA	NA	NA	NA	Taxes Included
Insurance Charge in words :											

- NOTE:** 1. Your quoted prices shall be on "Free On Road" basis to site (Talcher, Odisha).
2. Please indicate % of taxes : ED, VAT/ CST, WCT, Service tax clearly applicable as on date.
3. Please quote only the basic rates. All taxes & duties shall be quoted extra as applicable.
4. The percentage of Supply, Civil Works, I&C and O&M values shall be in the ratio as indicated in RFQ.
5. For Supply & I&C, 1 SET/AU refers to the total qty for 10MW and **For O&M, the rate will be quarterly charge.
6. Contractor shall indicate the quantity for the above requirement based on their design.
7. Use this format for quoting (reproducing on your letter head is acceptable).

AUTHORISED SIGNATORY WITH SEAL

PROJECT: NTPC TALCHER - CIVIL SCOPE

**Civil Works : mile stone activity linked payment release on certification
(Ref Clause No.5c payment terms of Commercial terms & conditions Enclosure 2)**

SL NO	ITEM DESCRIPTION	UNIT	STAGES	%
1	CMCS Building(RCC Construction)	SQ MTRS	Foundation up to plinth	20
			Column & slabs	30
			Brick work and lintel	20
			Completion	20
2	Inverter room(RCC Construction)	SQ MTRS	Foundation up to plinth	20
			Column & slabs	30
			Brick work and lintel	20
			Completion	20
2A	Inverter room(Pre Fabricated)	SQ MTRS	Foundation up to plinth	30
			Super structure	40
			Completion	20
3	Cable trench	Length	Excavation	30
		in MTRS	Filling/closure	60
4	Array pedestals	QTY/NOS	Every 1 MW casting	90
5	Drain	LENGTH	Excavation	30
		IN MTRS	Construction	30
			Completion	30
6	Path way	LENGTH IN MTRS	Every 500 mtrs laying	90
7	Road	LENGTH IN MTRS	Every 500 mtrs laying	90
8	HT Panel platform	SETS	Foundation each set	30
			Completion each set	60
9	CSS platform	SETS	Foundation each set	30
			Completion each set	60
9A	Open switch yard	SETS	Earth mat	20
			Platform construction	30
			Gravel & fencing	40
10	Approach road	LENGTH IN MTRS	For every 250 mtrs	90
11	LA, earthing etc	SET	On completion	90
12	Module washing system materials	SET	Providing materials at site	30
		SET	Completion	60
13	RCC cable trench for 7 runs of 1CX 300 sq.mm cable for 3 KMs	LENGTH IN MTRS	Excavation	30
			Filling/closure	60
14	Plant Boundary fencing	MTRS	Completion	90

Note : Vendor shall quote for both alternatives separately for 2 & 2a , 9 & 9a to quote both alternative separately However only one option will be ordered.

In all above final 10% is released against PBG.



Enquiry – General Terms and Conditions (Indigenous Purchase)

1. Enquiry/Request for Quotation (RFQ)

- a) Any Purchase Order resulting from this enquiry shall be governed by **these general terms and conditions listed below and special terms and conditions, if any, along with this enquiry** of Bharat Heavy Electricals Limited, Electronics Division, Bangalore-560026 (**hereinafter referred to as BHEL EDN**).
- b) Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the quotation. Otherwise, it will be treated as that all terms and conditions of this enquiry are acceptable.
- c) If counter terms and conditions are offered by supplier, BHEL EDN shall not be governed by such terms and conditions, unless it is agreed and incorporated in the Purchase Order of BHEL EDN.
- d) Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order of BHEL EDN.
- e) BHEL EDN reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion
- f) BHEL EDN shall be at liberty to cancel the enquiry at any time, before ordering, without assigning any reason.

2. Quotation

- a) Quotation shall be submitted in a sealed envelope super scribed with enquiry number and due date (if it is single part) and the same must reach our respective tender box kept in reception area of our works on or before the due date and time indicated in RFQ.
 - b) If the quotation is to be submitted in two part bid (techno-commercial and price bids), the techno-commercial bid shall be put in one sealed envelope super scribed as 'Techno commercial bid' with enquiry number and due date of opening. The price bid envelope must be in another sealed envelope super scribed as 'Price bid' with only the enquiry number. Both these envelopes must be put in another sealed envelope super scribed with enquiry number and due date of opening.
 - c) Quotation through fax / email is acceptable but when addressed to the specific fax number and email address given in the enquiry, to be sent well in advance to enable BHEL EDN purchase person drop in the tender box before the scheduled opening date and time. **Supplier is fully responsible for lack of secrecy on information of such quotations.**
 - d) BHEL EDN is not responsible for any delay in receipt of quotation sent by supplier through post / fax/email.
 - e) Late quotation will be rejected.
 - f) Separate quotation should be submitted against each enquiry.
 - g) Quotation should be, as far as possible, free from correction / overwriting. Correction / overwriting, if any, should be signed by authorized person with the company seal.
 - h) The rates must be quoted indicating basic material rate, packing, forwarding, freight & insurance, discount, if any, and applicable taxes and duties, **each of them shown separately.**
 - i) It is preferred to indicate the rates in both figures and words. In such case, if there is difference / discrepancy between the rates in figures and words, the **least of the two** rates will be considered.
 - j) If there is any difference / discrepancy in rates quoted for per unit and total and any arithmetic addition for number of items, **the lower** of the rates beneficial to BHEL EDN will be considered.
 - k) In case any supplier is unable to quote, supplier shall send a regret letter without fail. In case of non-receipt of quotations or regret letters for three consecutive enquiries, such supplier is liable to be removed from our supplier list.
 - l) All the tenderers or their authorised representative (with authorization letter from the principal) shall witness opening of quotation.
3. BHEL EDN material code number (as in enquiry) shall be indicated for each item quoted.
 4. Manufacturer's name, their trade mark and brand, part number, Alternate material to the one asked in enquiry, if any, should be mentioned in quotation and illustrative leaflets giving technical particulars etc. are to be attached to facilitate consideration and technical evaluation of the quotation.
 5. **Packing:** Goods must be adequately packed in proper carton / wooden box / drums / suitable container to protect against loss, damage or corrosion and to withstand normal inland transportation and handling. Hazardous material should be notified as such and their packing, transportation and other protection must conform to applicable regulations.
 6. No import license will be given by BHEL EDN unless otherwise specifically stated.
 7. **Quotation should be based on delivery at BHEL EDN** (including packing, forwarding, freight & insurance).
 8. BHEL EDN does not bind itself to accept the lowest rate quoted, but reserves the right to accept whole or part of any quotation at its sole discretion.



Enquiry – General Terms and Conditions (Indigenous Purchase)

9. The quantity in each item to be purchased may vary from quantity enquired according to actual requirement at the time of placing the Purchase Order. Quantity discount, if any, should be mentioned in the quotation.
10. Quotation should remain valid for a minimum period of 90 days from the due date of opening.
11. The rate quoted against each item shall be in units stated in the enquiry. Where quotation is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotation.
12. Change in rate is not allowed once the quotation is accepted and order is placed, except where Price Variation Clause is indicated.
13. Withdrawal from the quotation after submission till order is placed will entail cancellation of the enquiry. Such supplier is liable for de-listing for future enquiry at the sole discretion of BHEL EDN.
14. In the quotation, earliest firm delivery (number of days or weeks) by which material will be despatched from the date of receipt of order must be indicated. It is recommended to avoid Quotations with delivery term such as 'ex-stock', 'subject to prior sale', or 'delivery at the earliest'.
15. In case of enquiries **for subcontract process**, where material is provided by BHEL EDN, bank guarantee as indicated in enquiry / PO shall be provided by supplier if P.O is placed on them.
16. **Penalty:** Failure to supply within the delivery time as per purchase order will make the supplier liable to an unconditional **penalty of 0.5 % (half percent) per week at the basic price of the goods for the undelivered quantity, subject to a maximum of 10%.**
17. Purchase Order will be placed on the lowest quotation only among the technically & commercially accepted quotations. Lowest quotation is determined on the basis of Total Cost to BHEL EDN including basic value, taxes and duties, freight, insurance, loading factors for deviations to terms and conditions.
18. Quotation with 'Advance payment' or 'Inland Letter of Credit' is liable for rejection.
19. **Loading factors:** Loading factors as below will be added to the quoted basic price to evaluate the lowest quotation for non-agreement to BHEL EDN commercial terms.
 - A) For non-agreement to terms of payment of 100% payment with 30 days credit.
 - If the quotation is 'Payment through bank': Loading factor: 10%
 - If the quotation is 'Payment on receipt of material at BHEL EDN': Loading factor: 10%
 - B) For non-agreement of penalty for delayed delivery:
 - If the quotation is 'Not agreeable': Loading factor 10%
 - If the quotation is '5% maximum agreed' : Loading factor 5%
 - If the quotation is other than the above: Loading factor (10% - quoted max %)
 - C) For non-agreement on delivery at BHEL EDN: Loading factor 10%
 - D) Penalty for delayed delivery will be reckoned with respect to P.O delivery as given below
 - If the delivery is at BHEL EDN by supplier, then Delivery date at BHEL EDN will be the reference.
 - If the delivery is ex-works supplier (transportation by BHEL EDN), then Invoice date will be the reference.
 - If the despatch is with 'Document through bank', then the Invoice date will be the reference.
 - If Pre-shipment Inspection at supplier's works is to be done by BHEL EDN before despatch, then, the Inspection call date given by supplier will be the reference.
20. Inspection / Test reports / certificates, if any, as per specification / enquiry requirement, shall be adhered to. If Pre-shipment inspection at supplier's works is required either by BHEL EDN and / or by the customer of BHEL EDN, supplier shall provide necessary assistance for inspection.
21. Taxes and duties as indicated in the quotation and in the Purchase Order of BHEL EDN only to be charged. If there is any change in the statutory levies such as Excise Duty, Taxes etc. unless this is agreed by BHEL EDN, the same is to be borne by the supplier.
22. Supplier's Sales tax / ECC/ VAT Registration Number should be mentioned in quotation.
23. Any dispute arising out of this, shall be referred to the sole arbitration of Head of Dept. Materials Management of group concerned, BHEL EDN or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.
24. Any legal suit in respect of this enquiry lies in the Court of Bangalore only.

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 Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to 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 demand from his sub-contractors a commitment consistent with this Integrity Pact. 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.
- 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 when both parties have legally signed it. 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) _____

PERFORMANCE BANK GUARANTEE
(FOR INDIGENOUS PURCHASE ORDERS)

THIS DEED OF GUARANTEE made and executed on the _____ day of _____ (year), by the _____ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at

_____ represented herein by its Branch Manager / authorised representative Sri. _____ & Sri. _____ (Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

_____ (Buyer's Name), a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Electronics Division at Mysore road, Bangalore-26 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on _____ (State the name of the company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under order / Contract No _____ Dt _____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order/contract.

AND WHEREAS the company is not required to pay to the supplier a sum of Rupees _____ being the 10% of the value of the goods supplied / Works performed / Services rendered under the said order / contract between the supplier and the company, till the company is satisfied with the mechanical Warranties and the performance standards stipulated in the said order / contract between the company and the supplier has been duly fulfilled, except against a Bank Guarantee for the said sum of Rs _____ in favour of the company by reputed Bank, in which case the company has agreed to make payment to the supplier of the said sum of Rupees _____ being (...%) of the value of the goods supplied / Works performed / Services rendered under the agreement between the supplier and the company and the Guarantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and conditions stated below:

NOW THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the guarantor hereby agrees and covenants With company is as follows :-

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words)

_____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said order / contract / Agreement by the supplier.

- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said order / contract. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor / supplier admits or denies.
- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract / agreement have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs_____. The guarantee shall be in force till its expiry on _____ unless a demand is made on the guarantor within SIX months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

IN WITNESS whereof, the guarantor, acting through it authorised representative has executed this deed of Guarantee on the day, month and year first above written.

(Seal of the Bank to be affixed)

WITNESS

- 1.
- 2.

Note:

- (1) To be executed in INR 100 Non-Judicial stamp paper by any authorized Indian Bank.
- (2) To be submitted directly by banker to concerned executive in purchase dept., Please give BHEL address to banker.
- (3) Do not enclose with Bank document.
- (4) Any Modification & omissions to this are not permitted

BHEL MEMBER BANKS (CONSORTIUM BANKS)

PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH OFFICES ONLY

1	STATE BANK OF INDIA
2	PUNJAB NATIONAL BANK
3	HDFC BANK
4	SYNDICATE BANK
5	CANARA BANK
6	INDIAN BANK
7	ST. BANK OF HYDERABAD
8	ICICI BANK
9	STANDARD CHARTERED BANK
10	UCO BANK
11	KOTAK MAHINDRA
12	ORIENTAL BANK OF COMMERCE
13	STATE BANK OF TRAVANCORE
14	CENTRAL BANK
15	IDBI BANK
16	FEDERAL BANK
17	HSBC LTD
18	DEUTSCHE BANK
19	CORPORATION BANK
20	CITI BANK
21	BANK OF BARODA
22	ABN AMRO BANK
23	UNITED BANK OF INDIA
24	VIJAYA BANK
25	UNION BANK OF INDIA
26	PUNJAB & SIND BANK
27	ANDHRA BANK
28	BANK OF INDIA
29	AXIS BANK

