

**Bharat Heavy Electricals Ltd**  
Electronics Division  
Mysore Road, Bangalore – 560 026

**Tender Documents for Supply, Installation & Commissioning of Solar  
Photovoltaic Module Mounting Structures for 15MW SPV Plant at NTPC-  
Singrauli, MP.**

**RFQ Ref: HBSMM20001 RFQ Date : 25.10.2013**  
**RFQ Due Date: 18.11.2013**

This Tender Document Contains:

- (1) Request For Quotation
- (2) Technical Specifications : PS- 439-851
- (3) Enclosures B, B1 & B2 : Commercial Terms & Conditions , Unpriced Bid Format and Price Bid Format
- (4) General Terms and Conditions (Doc Ref : SCPV/BOS/01-Rev 00)
- (5) Integrity Pact

For all Technical Documents as per PS- 439-851, please visit [www.bheledn.com](http://www.bheledn.com).

Note:

Part – I: **To be submitted in a separate sealed cover.**

Part – II: **To be submitted in a separate sealed cover.**

Part-I & Part-II sealed covers should be put in outer envelope and super scribed with RFQ No., RFQ date and due date along with the Name & Address of the tenderer.

Tender document should be dropped in Tender drop box super scribed “**SC&PV-MM, Monday**”, kept in reception area of BHEL – Electronics Division, Bangalore.

**For any clarification, the following may be contacted:**

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# REQUEST FOR QUOTATION

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: HBSMM20001  RFQ DATE : 25.OCT.2013	Due Date <b>18.NOV.2013</b> Time: 13:00 HRS  VENUE : <b>NEW ENGG. BLDG</b>
MMI:PU:RF:003			

	(for all correspondence) Purchase Executive : SRINIVAS H B Phone : 26998452 Fax : 00918026989217 E-mail: srinivasahb@bheledn.co.in
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Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no. and due date, should reach us on or before the due date by **13.00** hours IST and will be opened on the same day at **13.30** hours at the venue mentioned above. **PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.**

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	PS0679033440 Supply of Structures per MW basis Supply of 87 Nos (equivalent to 0.5 MWp) of tilting type structures (manual tilting, 3 positions) as per BHEL drawings, each structure comprising of 24 Nos of solar photovoltaic modules of BHEL make (type L20220 of rating ~240 Wp) as per BHEL spec PS-439-851.  Test Certificate	30	ST	30	17.FEB.2014
2	PS0679033459 I&C of Structures per 0.5 MW basis Installation and commissioning of Structures as per BHEL spec PS-439-851	30	AU	30	28.FEB.2014
3	PS0679033858 Site Grading/ Levelling Site Grading/ Levelling as per clause no. 6.1 of BHEL spec PS-439-851.	5	AU	5	28.FEB.2014

Total Number of Items - 3

Please note that the tender will be opened in the presence of the bidders or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. Refer annexure for the terms and conditions.  
 Preference will be given to vendors who accepts our standard payment terms i.e.100% payment - 30 days after receipt of material at our works subject to acceptance. Please specify Terms of delivery, Excise duty, sales tax, Ex-BHEL, Ex-works surcharge, Insurance,P&F, Freight and other taxes very clearly .  
 For evaluation,exchange rate(TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid incase of two part bid) shall be considered.  
 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 web site [www.bhel.com](http://www.bhel.com)


- i). This is only RFQ not an order.
- ii). In all correspondence quote RFQ No. & due date.
- iii). In Quotation BHEL material code / RFQ Sl. No. should be mentioned clearly.
- iv). Quotation Envelope / Fax not superscribed with RFQ No. and due date is liable for rejection.
- v). Quotation should remain valid for a minimum period of 90 days from due date.
- vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.
- vii). All Prices should be written in words and numbers.
- viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .

	<b>SUPPLY, INSTALLATION AND COMMISSIONING OF SOLAR PHOTOVOLTAIC MODULE MOUNTING STRUCTURES FOR 15MW SPV POWER PLANT AT NTPC-SINGRAULI , MP</b>	PS-439-851
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Technical specification  
for  
Supply, installation and commissioning of  
Solar Photovoltaic (SPV) module mounting structures  
for  
15MWp SPV Power Plant at NTPC-Singrauli, MP

Approved by :			
Revision details :R 00	Prepared	Approved	Date
	VRK	NHK	8-Oct-2013

	<b>SUPPLY, INSTALLATION AND COMMISSIONING OF SOLAR PHOTOVOLTAIC MODULE MOUNTING STRUCTURES FOR 15MW SPV POWER PLANT AT NTPC-SINGRAULI , MP</b>	PS-439-851
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## 1.0 Introduction

**1.1** Bharat Heavy Electricals Limited (BHEL), Electronics Division, Bangalore is setting up a 15 MWp Grid Connected Solar Photovoltaic (SPV) Power Plant at NTPC-Singrauli, MP.

Address of SPV Power plant:


NTPC Ltd,  
Singrauli Solar PV Power Project,  
Near Nehru Shatabdi Hospital  
PO Jayant  
District Singrauli  
MP 486890

**1.2** This technical specification provides requirements for supply, foundation, installation (erection) and commissioning (checking / inspections) of manually tilting type module mounting structures of BHEL design. The scope includes various activities such as topography survey, site leveling / grading, foundations for grouting the structures, erection of structures, mounting of BHEL supplied SPV modules, array spacing / shadow loss / energy generation calculations of the SPV array layout, commissioning by way of stage / final inspections.

**1.3** Solar Photovoltaic Modules will be within BHEL scope of supply.  
BHEL make modules with mono-crystalline type SPV cells will be supplied.  
Module type number: L20220, Rating: 240Wp

**1.4** Technical documents enclosed along with the tender:

- (a) This technical / purchase specification **PS-439-851 (12 Pages)**
- (b) Drawings of foundations- **5 types (5 Pages)**
- (c) GA drawings of structures, drawings of individual components and Bill of Material : **BH-NT-SI-DWG-004 (22 pages)**
- (d) Drawing of SPV modules - **36700200370 (1 Page)**
- (e) Topography survey of site layout **(1 Page)**
- (f) Proposed (indicative) solar array layout as fitted within the site boundary – **36790500654 (1 Page)**
- (g) Geo technical report of the soil **(81 Pages)**
- (h) List of NTPC-approved sub-vendors (for various items such as module structures, cement etc) -**5709-004-9 (5 Pages)**
- (i) Indicative field quality plan of NTPC **QP-No 1 (16 Pages)**

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## 2.0 Pre-qualification criteria (PQC) for vendors

Vendor shall read the following criteria carefully and furnish the necessary details.

- (a) Vendor should have supplied, installed and commissioned a minimum cumulative of 10MWp solar photovoltaic (SPV) module mounting structures for SPV power plant projects in India, with individual power plant projects of 1MW and above. Evidence shall be furnished in the form of completion certificates from clients and/or copies of purchase orders.
- (b) Vendor shall submit a declaration that materials for the present project shall be procured from NTPC-approved "A" or "N" category sub-vendors, for all the items where NTPC has approved sub-vendors. Sub-vendors with category "DR" status as on the day of tender opening shall not be considered. (DR: Details required; A: Approved)


## 3.0 Scope of supply

#	Scope description	Qty
3.1	Site leveling / grading as per clause 6.1. (1 AU = 20% of total area)	5 AU
3.2	Supply of <b>87 Nos (equivalent to 0.5 MWp)</b> of tilting type structures (manual tilting, 3 positions) as per BHEL drawings, each structure comprising of 24 Nos of solar photovoltaic modules of BHEL make ( <b>type L20220 of rating ~240 Wp</b> ). This supply shall also include an additional 0.5% of total hardware items as recommended spares that will be kept for use during post-warranty period.	30 sets
3.3	I&C of <b>87 Nos (equivalent to 0.5 MWp)</b> of tilting type structures including foundations for structure legs, erection of structures including mounting of SPV modules, commissioning by way of checking, inspections and BHEL / NTPC certifications. (Foundations and erection of structures shall be as per BHEL drawings) <b>Note:</b> Vendor shall visit the site prior to preparation and submission of the offer, in case it is felt necessary by the vendor, to make an accurate assessment of the site conditions.	30 sets
3.4	<b>Warranty</b> Vendor shall provide warranty for manufacturing and installation defects for <b>60 months</b> from the date of commissioning or <b>63 months</b> from the date of supply, whichever is earlier.	-

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#### 4.0 Instructions to vendors for Bid submission

4.1	Offer shall be submitted in two-parts (Two part-bid). Both parts shall be in separate sealed envelopes as per instructions in tender. The individual envelopes shall be enclosed in a common bigger envelope with markings (address, etc) on the envelope as per instructions provided in tender.
4.2	<p>First-part shall be techno-commercial bid. Following details shall be furnished:</p> <ol style="list-style-type: none"> <li>1. List of projects executed by the vendor on supply, installation, commissioning of SPV module mounting structures in India during the last three years. The list shall include details such as year of commissioning, client name, kW/MW size of power plant, type of structures / tracking systems, number of units etc. This list is only for reference. However, providing this list is mandatory.</li> <li>2. Technical offer with covering letter.</li> <li>3. Filled-up enclosures as per BHEL formats (meant for first-part) provided in tender.</li> <li>4. Company brochure especially with reference to structures and installations.</li> <li>5. Audited balance sheets of the vendor company for the last 3 years.</li> <li>6. Employee / manpower profile of the vendor company.</li> <li>7. Confirmation on supply of hardware spares.</li> <li>8. List of machinery, tools &amp; tackles, instruments etc that will be deployed at site during construction.</li> <li>9. Stage-wise implementation time schedule.</li> </ol>
4.3	Second-part shall be price bid with filled up enclosures as per BHEL format provided in tender.
4.4	In addition to the above instructions, tender document provides detailed instructions for bid submission. Vendor shall submit the bid based on instructions in tender document.

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## 5.0 Power plant configuration

A brief outline of the overall 15MWp Solar Photovoltaic Power Plant project is described here for the benefit of the vendor to have an overall understanding. The project comprises of three major portions:

- (1) Solar power plant at Singrauli, MP
- (2) Transmission line between SPV plant and SSTPS
- (3) 132kV substation at SSTPS, UP


The vendor scope related to module mounting structures falls under the first portion, which is elaborated as below:

- (a) The SPV modules employed at the power plant generates DC electricity that in turn is inverted to AC in the range 300-400V. The voltage is further stepped up to 33kV using twelve oil-immersion transformers, whose combined HV output is further stepped up to 132kV using an oil-immersion transformer to facilitate energy export to 132kV grid.
- (b) String monitoring boxes (SMBs) are employed to monitor the DC parameters of the strings of solar array. The DC power outputs from the SMBs are fed to 630kW grid-interactive power conditioning units (PCUs) that are housed in 5 inverter rooms and one central monitoring and control station (CMCS). Accordingly, DC cables are laid underground to connect the SMBs to the PCUs. The inverter rooms, each generating 2.5MWp, are placed at different locations of the power plant. Each room is attached to a 33kV transformer yard. The room also houses indoor type vacuum circuit breaker (VCB) panels. Thus, all the inverter rooms, put together, generate 12.5MWp. The balance 2.5MWp is generated at CMCS end.
- (c) The 6 sets of 2.5MWp outputs, as above, are combined at CMCS through another set of indoor VCB panels placed within CMCS that is attached to 33/132kV switchyard comprising of 33/132kV step-up transformer, SF6 breaker, CTs, PTs, surge arrestors, ABT metering panels etc.
- (d) A centralized SCADA system is envisaged to monitor and control the operations of the power plant.

### 5.1 Parameters of solar photovoltaic modules

BHEL-make SPV modules with mono-crystalline cells are employed. Details of modules as follows:

#	Module type	Pmax	Voc	Isc	Vmp	Imp	Remarks
1	L20220	~ 240 Wp	36V	8.5A	29V	8.28A	<p>24 numbers of modules of this type will be connected in series per string.</p> <p>One structure, supported by six legs, consists of 24 Nos of modules.</p>

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## 6.0 Technical specification

6.1	<p><b>Leveling / grading of site: (Approximate site area: 61 acres)</b></p> <ol style="list-style-type: none"> <li>1) The preceding activity of jungle clearance that includes removal of all kinds of bushes and cutting, uprooting and disposal of trees shall be within BHEL scope.</li> <li>2) Vendor shall carry out topography survey of the site in its jungle cleared condition as above before proceeding with leveling activity. The survey shall take into account following aspects: <ol style="list-style-type: none"> <li>(a) Minimum grid size of 5m x 5m to capture finer contour details of the site.</li> <li>(b) Establishment of a minimum of 20 Nos of temporary bench marking (TBM) and reference pillars, with coordinates, along the complete site boundary, as this will be required for execution of subsequent project activities including module mounting structure works.</li> <li>(c) All relevant details pertaining to the site such as railway tracks / crossing, culverts, nallah (stream of water running across the plant), electric poles, power lines, site boundary line etc, with coordinates, shall be included in the survey.</li> <li>(d) Topography survey results shall be submitted in both soft copy and five sets of hard copy.</li> </ol> </li> <li>3) Further, based on the topography survey, an approach plan for the overall site leveling shall be submitted along with following particulars for BHEL / NTPC approval: <ol style="list-style-type: none"> <li>(a) A drawing showing complete site layout marked with magnitude (levels) and direction of slope of various regions of the site. This will be required to plan subsequent activities such as drainage system etc.</li> <li>(b) Another drawing showing complete site layout with the solar array fitted with other details such as inverter rooms, CMCS room, switchyards etc as shown in the layout included as part of BHEL tender documents.</li> <li>(c) Shadow calculations, energy generation calculations and region-wise row-to-row spacing requirements shall also be submitted to validate the solar array layout.</li> </ol> </li> <li>4) Leveling activity shall, therefore, be initiated only after obtaining BHEL / NTPC approval.</li> <li>5) Following minimum aspects shall be ensured while leveling the land: <ol style="list-style-type: none"> <li>(a) All the mounds / hillocks shall be removed so that (a) there shall not be any hindrance, break or discontinuity in the array layout and also, (b) there shall not be any obstruction to movement of persons in the gap areas where structures are not erected.</li> <li>(b) Leveling shall be planned and carried out in such a way as to ensure uniform slope within the span of individual regions of different slopes.</li> <li>(c) However, it shall be ensured that such individual regions shall have adequate span so that the structures have same height above the ground level. In other words, there shall not be any structure-to-structure height variations within individual regions. However, minor variations shall be allowed subject to approval of BHEL / NTPC.</li> <li>(d) In cases where there are practical difficulties to achieve uniform height in a given region, pedestal height shall be adjusted proportionately. However, while doing this, it shall be ensured</li> </ol> </li> </ol>
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	<p>that clearance of the tilted module above ground level shall not be less than 500mm at tilt angle of 39 deg.</p> <p>(e) For regions having soft / hard rock terrain, suitable techniques shall be adopted to erect the structures so that such areas are productively utilized. (Note: Separate foundation drawings as applicable to such regions are enclosed with the tender).</p> <p>(f) Where regions have slope extending over a long span, the magnitude of such slope shall be controlled by way of proper leveling to such an extent that it does not hamper successful fitting of the envisaged number of structures within the available site area, due to requirements of increased spacing between rows arising out of shadow calculations.</p> <p>(g) All pits and holes shall be closed and suitably compacted so that there shall be no scope for water stagnation / settlement due to rains etc.</p> <p>(h) All undulations such as bumps, abrupt projections of boulders etc shall be trimmed suitably by way of removal of the same followed by suitable refilling and compacting. In case of practical difficulties due to large sized rocks etc, the leveling shall be in such a way as to facilitate diversion / run-off of water so that module structure foundations are protected from possible erosions etc.</p> <p>(i) Erection of structures conformal to the profile of the land shall be acceptable strictly subject to aesthetics aspect, as perceived by BHEL/NTPC, of both (a) the finished quality of land in respect of several factors such as pits, holes, bumps, boulders, water stagnation etc as already described above and (b) the foreseen impact on appearance of module structures.</p> <p>(j) It shall be ensured that soil conditions (strength, resistivity etc) are not affected. Accordingly, refilling of soils shall be minimized and controlled to the maximum possible extent. In certain special cases of refilling, proper compaction shall be ensured by suitable methods.</p> <p>6) All other aspects in addition to above, as considered relevant in terms of aesthetics, erection of structures and impact on energy generation shall be implemented with due approval from BHEL / NTPC.</p> <p>7) Vendor shall carry out topography survey after the leveling activity with 5m x 5m grid size and all reference details as carried out before leveling activity.</p>
6.2	Orientation of structures shall be in such a way that the SPV modules face south direction.
6.3	<p><u>Marking of foundation positions:</u></p> <p>Total stations of suitable accuracy of coordinates / directions, together with necessary accessories, instruments etc shall be deployed. Quantity of stations shall be adequate to ensure the throughput per day that is needed to complete the contract within the specified schedule.</p>
6.4	The activity of foundation shall include all related activities such as excavation, drilling, bar bending, assembly of steel rods with stirrups, mixing of concrete of specified grade, casting, curing, pedestal construction, finishing with paint etc, as shall be applicable depending upon the selected foundation type.
6.5	All materials related to foundations such as sand, cement, steel rods / stirrup wires, steel plates, stone jellies, bricks, concrete, J bolts, nuts, bolts, washers etc shall be within the scope of vendor supply and

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	hence, <b><u>shall be included in the offer as integral part of clause 3.0.</u></b>
6.6	Minimum grade of concrete used for the foundation shall be M25.
6.7	Appropriate machinery, tools & tackles and measuring instruments for <b>foundation works</b> such as JCBs, drilling machines, ramming machines, concrete mixers, transport trucks, transport trolleys, jigs / fixtures / templates (for positioning, alignment, shuttering etc), measuring tapes / scales, weighing machines, water level indicators, precision aligners (such as laser), spanners, pliers, torque wrenches, electrically / pneumatically operated screw drivers etc shall be deployed with adequate quantity to ensure the throughput per day that is needed to complete the contract within the specified schedule.
6.8	Foundation pedestals shall be provided with suitable painting finish and number of coats as shall be approved by BHEL / NTPC.
6.9	<p>During the implementation stage, in case <u>certain minor revisions</u> are required in the foundation or structure due to certain unforeseen changes in soil conditions, as might be possible due to rains, floods etc, vendor shall incorporate such revisions as validated by relevant design calculations and STAAD.pro software. <b>Note:</b> Wind velocity of minimum 150 km per hour shall be considered in calculations.</p> <p>Results of such calculations and drawings of such revised foundations and structures shall be submitted to BHEL for BHEL/NTPC approval.</p> <p>However, while incorporating the revisions, it shall be ensured that lowest level of the module plane shall have a minimum clearance of 500mm (at 39 deg of tilt angle) above the ground level.</p>
6.10	Suitable jigs, fixtures and templates shall be designed, fabricated and deployed at site for carrying out foundation, erection of structures, mounting of modules etc. Quantity of these shall be appropriate to ensure the throughput per day that is needed to complete the contract within specified schedule.
6.11	<p><u>Alignment methods</u></p> <p>Appropriate methods such as water level indicators, laser alignment etc, as approved by BHEL / NTPC, shall be deployed to ensure that the foundation pedestals and structures are aligned with suitable accuracy and precision in vertical, horizontal and lateral directions.</p>
6.12	<p><u>Fastening torque</u></p> <p>(a) All hardware fastenings, wherever applicable, shall be carried out to a pre-determined torque value. Tools such as torque wrench etc shall be selected accordingly.</p> <p>(b) Wherever possible, electrically operated tools shall be employed to speed up the operations and to ensure accuracy.</p>
6.13	<p><u>Erection of steel structures including material movements, placing, assembly, fixing, tightening etc.</u></p> <p>(a) Vendor shall erect / assemble the structure members as per BHEL drawings.</p> <p>(b) In this regard, all machinery / tools / tackles / instruments such as cranes, hydra, forklifts, transport trucks, transport trolleys, jigs / fixtures / templates (for positioning, alignment etc), measuring tapes / scales, water level indicators, precision aligners (laser etc), spanners, torque wrenches, electrically /</p>

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	pneumatically operated screw driver sets etc shall be deployed with adequate quantity to ensure the throughput per day that is needed to complete the contract within specified time schedule.
6.14	<p><u>Mounting of modules including module movements, placing, aligning, fixing, tightening etc.</u></p> <p>(a) Vendor shall mount the SPV modules (of BHEL supply) on the structures as per BHEL drawings.</p> <p>(b) Hydra, forklifts, transport trucks, transport trolleys, jigs / fixtures / templates (for positioning, alignment etc), measuring tapes / scales, precision aligners (laser etc), spanners, pliers, torque wrenches, electrically / pneumatically operated screw driver sets etc shall be deployed with adequate quantity to ensure the throughput per day that is needed to complete the contract within specified time schedule.</p>

### 7.0 Documents to be submitted by the vendor after receipt of purchase order for BHEL / NTPC approval

7.1	BHEL approval shall be obtained for the following technical documents, which shall be submitted within seven days from the date of purchase order:
7.2	Drawings of jigs, fixtures and templates for positioning / leveling alignment etc in <b>foundation works</b> .
7.3	Drawings of jigs, fixtures and templates for positioning / leveling alignment etc in <b>erection of mounting structures</b> .
7.4	Drawings of jigs, fixtures and templates for positioning / leveling alignment etc in <b>module mounting works</b> .
7.5	List of sub-vendors (NTPC-approved vendors, wherever applicable) for all the BoM items related to (a) foundations, (b) structure members and (c) hardware items.
7.6	List and quantity of total station and associated instruments and accessories for <b>marking for foundation</b> : Details of make, model number, features, accuracy of coordinates / directions, planned throughput per day etc shall be submitted. Details of marking pins shall be mentioned.
7.7	List and quantity of machinery, tools & tackles, measuring instruments for <b>foundation works</b> – JCBs, drilling machines, ramming machines, concrete mixers, transport trucks, transport trolleys, jigs / fixtures / templates, water level indicators, weighing machines, measuring tapes / scales, precision aligners (laser etc), spanners, pliers, torque wrenches, electrically / pneumatically operated screw drivers etc. Details of make, model number, planned throughput per day etc shall be submitted.
7.8	List and quantity of machinery, tools & tackles, measuring instruments for <b>erection of mounting structures</b> – cranes, hydra, forklifts, transport trucks, transport trolleys, jigs / fixtures / templates, measuring tapes / scales, water level indicators, precision aligners (laser etc), spanners, pliers, torque wrenches, electrically / pneumatically operated screw driver sets etc. Details of make, model number, planned throughput per day etc shall be submitted.
7.9	List and quantity of machinery, tools & tackles, measuring instruments for <b>module mounting works</b> –

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	hydra, forklifts, transport trucks, transport trolleys, jigs / fixtures / templates, measuring tapes / scales, precision aligners (laser etc), spanners, pliers, torque wrenches, electrically / pneumatically operated screw drivers etc. Details of make, model number, planned throughput per day etc shall be submitted.
7.10	Working procedures and instructions for marking, foundation, erection of mounting structures and mounting of SPV modules.
7.11	Detailed activity-time chart for project implementation.
7.12	Detailed manpower deployment schedule including quality control team.
7.13	Manufacturing Quality Plan for all vendor supplied items. MQP shall include type tests, routine tests, factory acceptance tests, sampling plan etc with reference to applicable standards.

### 8.0 Pre-dispatch inspection of vendor supplied items

8.1	<p>Vendor shall provide pre-dispatch inspection call to BHEL / NTPC for inspection at manufacturer works, as per BHEL / NTPC approved drawings, for all fabricated items such as steel structure members, galvanization process etc.</p> <p>After the inspection, complete set of test reports shall be submitted to BHEL / NTPC.</p>
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### 9.0 Quality inspections at site

9.1	<p>Prior to start of site leveling, foundation and erection works at site, following shall be submitted for BHEL / NTPC approval:</p> <ol style="list-style-type: none"> <li>(1) Field Quality Plan (FQP) for site leveling, marking / foundation / erection of structures / module mounting works at site shall be prepared and submitted in line with applicable clauses of the indicative FQP attached along with tender.</li> <li>(2) FQP shall also include pull-out tests on foundation of structure legs as per relevant standards and as shall be approved by BHEL / NTPC.</li> <li>(3) Further, FQP shall include tests on concrete as per IS:456.</li> <li>(4) Routine tests, in line with FQP, shall be conducted at site in the presence of BHEL / NTPC for which all necessary testing facilities shall be organized at the site by the vendor.</li> <li>(5) Recording formats and check lists for the parameter values measured at the site.</li> </ol>
9.2	Vendor shall submit filled-up recording formats, quality inspection reports and test reports periodically for BHEL / NTPC approval.
9.3	For any deviations, formal approval shall be obtained from BHEL / NTPC before implementation.

	<b>SUPPLY, INSTALLATION AND COMMISSIONING OF SOLAR PHOTOVOLTAIC MODULE MOUNTING STRUCTURES FOR 15MW SPV POWER PLANT AT NTPC-SINGRAULI , MP</b>	PS-439-851
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## 10.0 General conditions

10.1	Vendor shall construct their own site office for the purpose of overseeing and execution of the contract.
10.2	Vendor shall, on their own, organize following infrastructure needed for the construction at their own expenses: (a) Power supply required. In case DG sets etc are required, the same shall be organized by the vendor. (b) Water required for activities such as foundations, concrete mixtures etc. Bore wells, sump tanks, tankers etc, if required for this purpose, shall be constructed by the vendor. (c) All the machinery such as cranes, hydra, JCBs, forklifts, tools & tackles, measuring instruments etc for various activities such as unloading of materials at site, movement of materials, foundation, erection of structures, module mounting, etc shall be organized by the vendor. (d) Labour required for unloading of vendor materials at site, movement of materials, construction activities etc shall be organized by the vendor.
10.3	Vendor shall construct their own storage area at the site with appropriate fencing, roofing, gate, lock and key arrangements to store and safeguard their items against rain, flood, fire etc.
10.4	Safeguarding the vendor supplied materials from theft and pilferage is the sole responsibility of vendor. For this purpose, necessary security watch and ward, on round the clock basis, shall be arranged by vendor.
10.5	Insurance for all vendor supplied items shall be within scope of vendor, as applicable until the point of time when the installation and commissioning is completed in all respect and handed over to BHEL.
10.6	Vendor shall make their own arrangements for necessary food, drinking water and accommodation for their labour and employees posted at the site. Similarly, food and drinking water required at the site, during the construction operations, shall also be in scope of vendor.
10.7	Vendor shall organize their own labour and transport arrangements to move the BHEL make SPV modules from their storage locations to the construction point at the site. Storage of SPV modules is within BHEL scope and storage place will be within the site boundary. Vendor shall carry out such movements only with prior permission from BHEL authorities at the site.
10.8	Vendor shall organize all necessary labour-related statutory requirements such as labour license, PF, ESI, insurance, CAR policy etc.
10.9	Vendor shall maintain updated labour register, with name, age, qualification, salary, attendance details etc at the site.
10.10	Vendor shall use danger boards, wherever required, to ensure safety of the persons during the work at site.

	<b>SUPPLY, INSTALLATION AND COMMISSIONING OF SOLAR PHOTOVOLTAIC MODULE MOUNTING STRUCTURES FOR 15MW SPV POWER PLANT AT NTPC-SINGRAULI , MP</b>	PS-439-851
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10.11	Vendor shall adhere to all necessary safety norms such as use of helmet, goggles, hand gloves, footwear, aprons etc. It is the ultimate responsibility of the vendor in all respect to prevent accidents at the site and safeguard their labour from accidents.
10.12	Vendor shall submit periodic status report, on daily basis as well as weekly consolidated basis, to BHEL on the progress of the contract.
10.13	Vendor shall participate, as and when intimated by BHEL, in the review discussions at BHEL-EDN (Bangalore) and also at NTPC (Noida).

COMMERCIAL TERMS & CONDITIONS (to be enclosed with TECHNO-COMMERCIAL BID) (For Indigenous Purchase Orders)				
RFQ No.HBSMM20001 RFQ DATE : 25.10.2013 DUE DATE : 18.11.2013 FOR SUPPLY, INSTALLATION & COMMISSIONING OF SOLAR PHOTOVOLTAIC MODULE MOUNTING STRUCTURES FOR 15MW SPV PLANT AT NTPC-SINGRAULI,MP				
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.	Acceptable / Not acceptable	
		(b) Documents as called in Pre-Qualification Criteria (Clause 2.0 of PS-439-851) to be submitted along with technical bid(Part-1).	Acceptable / Not acceptable	
		(c) Enclosures-B & B1 to be submitted along with technical bid (Part-1) & Enclosure-B2 to be submitted along with Price bid (Part-II).	Acceptable / Not acceptable	
		(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).	Acceptable / Not acceptable	
2	Price Basis	Firm i.e., from the date of PO to completion of supply if I&C is not applicable. If I&C is in supplier's scope, then the prices shall remain Firm till commissioning & handing-over of the complete system. (PVC clause not acceptable).	Acceptable / Not acceptable	
3	Terms of Delivery	Free On Road Basis to Project site :NTPC-Singrauli-MP.	Acceptable / Not acceptable	
4	Delivery Period	(a) Supply : Completion within 12 weeks from the date of Drawing Approval. Drawing Submission : Within 1 week from PO date.	Acceptable / Not acceptable	
		(b) I&C : Completion within 4 weeks from supply date.	Acceptable / Not acceptable	
		(c) Civil Works : Completion within 12 weeks from the date of Drawing Approval.	Acceptable / Not acceptable	
5	Payment Term	(a)Supply : Payment of 80% Supply value + 100% Taxes shall be made with 45 days credit from the date of receipt of material at site. 10% on completion of I&C and certification line item wise on pro-rata basis. Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks.	Acceptable / Not acceptable	
		(b)I&C: 90% on completion of I&C and certification line item wise on pro-rata basis.Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks.	Acceptable / Not acceptable	
		(c)Civil Works : 100% on completion & certification line itemwise on pro-rata basis.	Acceptable / Not acceptable	
		(d)For any other deviation loading will be done as per clause 25(A) of Enquiry - General Terms & Conditions (Ref : SCPV/BOS/01-Rev 00)	Acceptable / Not acceptable	
6	Excise Duty	(a) To confirm whether applicable. If applicable, indicate prevailing rate of Excise duty.	Applicable / Not applicable	Prevailing rate of Excise duty : ..... %
		(b) BHEL is trying to avail Customs Duty & Excise duty exemption.Successful bidder shall support with all relevant documents.	Agree/Not Agree	
7	Sales Tax	(a) To confirm whether applicable. If applicable, indicate prevailing rate of Sales Tax against Form c.	Applicable / Not applicable	Prevailing rate of Sales Tax against Form c: ..... %
		(b) For issue of form "C", vendor has to furnish "E1/E2" form.Please confirm that "E1/E2 Sale form" will be submitted.	Agree/Not Agree	
8	Value Added Tax	Since it is inter-state movement of goods, VAT is not applicable. Only CST against form C is applicable.	Applicable / Not applicable	CST applicable @.....%
		OR Both are in the same State, VAT is applicable please indicate VAT applicable.	Applicable / Not applicable	VAT applicable @.....%
9	Octroi	To confirm whether applicable, if applicable indicate current rate of Octroi.	Applicable / Not applicable	Octroi.....%
10	Service Tax	To confirm whether applicable, if applicable indicate current rate of Service Tax.Furnish Service Tax Regn. No. Confirmation that Service Tax register is maintained.	Applicable / Not applicable	Service Tax.....% Service Tax Regn. No. .... S.Tax Register maintained : Yes/No

## Annexure B

Sl No.	Terms	BHEL Term	Confirmation	Deviation / Remarks
11	Works Contract Tax	Vendor shall ensure quoting WCT inclusive.TDS applicable as per provisions of MP VAT Act. Vendor to be registered under MPVAT, file returns & remit applicable VAT/WCT.Declaration in Form 3 as per MPVAT to be submitted by vendor.TDS is applicable as per provisions of MPVAT Act. The WCT% included shall be indicated.	Agree/Not Agree	WCT @ ....% included in quoted rate
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/Not Agree	
13	Insurance	Contractor shall organize insurance for the materials supplied as per Clause 10.5 of PS-439-851.	Agree/Not Agree	
14	Evaluation of L1 vendor	( a)Over all L1 of Supply + I&C + Civil Works on "FOR" basis to site will only be considered.	BHEL	
		The percentage of Supply, Civil works and I&C values shall be in the range indicated below(approximately,with overall tallying to 100% ) : (a) Supply : 50-54% (b) I&C : 36-40% ( c) Civil : 8-12%	Agree/Not Agree	
15	Warranty	Supply : 60 months from the date of commissioning or 63 months from the date of supply whichever is earlier.	Agree/Not Agree	
		Workmanship/I&C : 60 months from the date of commissioning		
16	Pre Shipment Inspection	Pre Shipment Inspection will be carried out by BHEL/NTPC for which test report shall be sent one week in advance.	Agree/Not 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/Not Agree	
		For any deviation, loading will be done as per Clause 25.B of Enquiry - General Terms & Conditions(Ref : SCPV/BOS/01-Rev 00)	Agree/Not Agree	
18	Road Permit	Road permit if applicable will be given by BHEL before Dispatch of ordered Items	BHEL	
19	PBG	(a)PBG shall be furnished in the BHEL prescribed format. (b) Deviation if any Please specify	Agree/Not Agree	
20	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/Not Agree	
21	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.	Agree/Not Agree	
22	Other terms & conditions	For any other Terms and Conditions, kindly refer to the enclosed Enquiry - General Terms & Conditions(Ref : SCPV/BOS/01-Rev 00)	Agree/Not Agree	
23	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 J M Lyngdoh, IAS (Retd) Plot No. 144-145, Pragati Resort, Proddator Village & P.O., Shankarpally Road, Rangareddy Distt. (AP)- 500 033	Agree/Not Agree	
24	Validity	(a) Quotation should remain valid for a period of 90 days from the due date	Agree/Not Agree	
		(b)Deviation if any Please specify	(b)	
25	Bank Charges	(a) All Bank charges to respective accounts	Agree/Not Agree	
		(b) Deviation if any Please specify	(b)	

AUTHORISED SIGNATORY WITH SEAL

TECHNICAL BID ENCLOSURE FOR COMPLIANCE OF QUOTE(UNPRICED BID)										
RFQ No.HBSMM20001 RFQ DATE : 25.10.2013 DUE DATE : 18.11.2013 FOR SUPPLY, INSTALLATION & COMMISSIONING OF SOLAR PHOTOVOLTAIC MODULE MOUNTING STRUCTURES FOR 15MW SPV PLANT AT NTPC-SINGRAULI,MP										
Sl No.	DESCRIPTION	QTY	UNIT	QUOTED	TAXES					Remarks
					ED %	CST%	VAT %	Works Contract Tax	SERVICE TAX %	
1	PS0679033440 Supply of Structures per 0.5 MW basis including recommended spares as per clause.3.1 as per BHEL spec PS-439-851	30	ST	YES/NO				NA	NA	Taxes Extra
2	PS0679033459 I&C of Structures per 0.5 MW basis as per BHEL spec PS-439-851	30	AU	YES/NO	NA	NA	NA	NA		Taxes Extra
3	PS0679033858 Site Grading/Levelling as per Cl.6.1 of BHEL spec PS-439-851	5	AU	YES/NO	NA	NA	NA	Included	NA	Taxes Included
4	**Freight Charge including Service Tax on Freight(12.36% on 25% of Freight Value)	LUMPSUM		YES/NO	NA	NA	NA	NA	NA	Freight : Included/Extra
5	**Insurance as per clause 10.5 of PS-439-851	LUMPSUM		YES/NO	NA	NA	NA	NA	NA	Insurance : Included/Extra

NOTE: 1.YOUR QUOTED PRICES SHALL BE on "FREE ON ROAD" basis to NTPC-SINGRAULI-MP

2.PL INDICATE TAXES : ED,VAT/CST,SERVICE TAX CLEARLY APPLICABLE AS ON DATE.

3.USE THIS FORMAT FOR COMPLIANCE( REPRODUCING ON YOUR LETTER HEAD IS ACCEPTABLE).

**4. FOR SL NOS 1 & 2, TAXES WILL BE CONSIDERED EXTRA.PLEASE QUOTE ONLY THE BASIC RATES.**

**5. FOR SL NO.3, THE WCT% INCLUDED IN RATE SHALL BE INDICATED IN ANNEXURE B(Sl.No.11).**

**6.\*\*INDICATE WHETHER FREIGHT CHARGE & INSURANCE CHARGE IS INCLUDED IN QUOTED RATE OR WILL BE CHARGED EXTRA. IN ABSENCE OF CLARITY, QUOTED RATE WILL BE CONSIDERED AS INCLUSIVE OF FREIGHT & INSURANCE CHARGES.**

AUTHORISED SIGNATORY WITH SEAL

PRICE BID FORMAT										
RFQ No.HBSMM20001 RFQ DATE : 25.10.2013 DUE DATE : 18.11.2013 FOR SUPPLY, INSTALLATION & COMMISSIONING OF SOLAR PHOTOVOLTAIC MODULE MOUNTING STRUCTURES FOR 15MW SPV PLANT AT NTPC-SINGRAULI,MP										
Sl No.	DESCRIPTION	QTY	UNIT	Unit Rate (Rs.)	TAXES					Remarks
					ED %	CST%	VAT %	Works Contract Tax	SERVICE TAX %	
1	PS0679033440 Supply of Structures per 0.5 MW basis including recommended spares as per clause.3.1 as per BHEL spec PS-439-851	30	ST					NA	NA	Taxes Extra
Unit Rate in words :										
2	PS0679033459 I&C of Structures per 0.5 MW basis as per BHEL spec PS-439-851	30	AU		NA	NA	NA	NA		Taxes Extra
Unit Rate in words :										
3	PS0679033858 Site Grading/Levelling as per Cl.6.1 of BHEL spec PS-439-851	5	AU		NA	NA	NA	Included	NA	Taxes Included
Unit Rate in words :										
3	**Freight Charge including Service Tax on Freight(12.36% on 25% of Freight Value)	LUMPSUM			NA	NA	NA	NA	NA	Freight : Included/Extra
Freight charge in words :										
4	**Insurance as per clause 10.5 of PS-439-851	LUMPSUM			NA	NA	NA	NA	NA	Insurance : Included/Extra
Insurance charge in words :										

- NOTE: 1.YOUR QUOTED PRICES SHALL BE on "FREE ON ROAD" basis to NTPC-SINGRAULI-MP  
2.PL INDICATE TAXES : ED,VAT/CST,SERVICE TAX CLEARLY APPLICABLE AS ON DATE.  
3.USE THIS FORMAT FOR COMPLIANCE( REPRODUCING ON YOUR LETTER HEAD IS ACCEPTABLE).  
**4. FOR SL NOS 1 & 2, TAXES WILL BE CONSIDERED EXTRA.PLEASE QUOTE ONLY THE BASIC RATES.**  
**5. FOR SL NO.3, THE WCT% INCLUDED IN RATE SHALL BE INDICATED IN ANNEXURE B(SI.No.11).**  
**6.\*\*INDICATE WHETHER FREIGHT CHARGE & INSURANCE CHARGE IS INCLUDED IN QUOTED RATE OR WILL BE CHARGED EXTRA. IN ABSENCE OF CLARITY, QUOTED RATE WILL BE CONSIDERED AS INCLUSIVE OF FREIGHT & INSURANCE CHARGES.**

AUTHORISED SIGNATORY WITH SEAL

**Bharat Heavy Electricals Ltd.,**  
(A Government of India undertaking)  
**Electronics Division**  
PB No.2606, Mysore Road, Bangalore-560026, India

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**Enquiry - General Terms & Conditions (Two part bid)**

**I. 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 vendor, 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 vendor, 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 vendor 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 tender at any time, before ordering, without assigning any reason.
- (g) Any specific terms and conditions to be complied will be mentioned in RFQ.

**II. General Terms and conditions:**

1. **TWO PART BID:** Quotation shall be submitted in two part bid i.e.

**(a) Techno-commercial i.e., Un-priced Bid (in one sealed envelope):**

Techno-commercial bid shall be submitted with complete description of the equipment, specification compliances to the enquired specification and all the commercial terms & conditions indicated in the **COMMERCIAL TERMS (ANNEXURE-A for Foreign Purchase and ANNEXURE-B for Indigenous Purchase)**. Any other enclosure, which the vendor wishes to submit like product catalogue, technical literature etc., may also be submitted in a sealed envelope super scribed clearly as **"TECHNO-COMMERCIAL BID" with RFQ No. and DUE DATE**. An un-priced copy of price bid (without price) as per **ANNEXURE A-1 for Foreign Purchase and ANNEXURE B-1 for Indigenous Purchase** shall also be enclosed with the techno-commercial bid for evaluation of commercial terms. The vendor shall not give the price in the technical bid.

Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification / item description, if any shall be brought out clearly indicating **"DEVIATION TO BHEL SPECIFICATION"** without fail as a part of technical offer.

Compliance to Pre-qualification criteria (if applicable) shall also be enclosed with the Techno-commercial bid.

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. BHEL EDN material code number (as in enquiry) shall be indicated for each item quoted.

**(b) Price Bid (in one sealed envelope):**

Price bid should contain basic unit prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable), FOB charge (if applicable) etc., in a sealed envelope super scribed clearly as **"PRICE BID" with RFQ No. and DUE DATE**.

It is preferred to indicate the rates in both figures and words. In such case, if there is a difference / discrepancy

**Signature of tenderer / with seal**  
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between the rates in figures and words, the **least of the two** rates will be considered. **Price bid shall be quoted as per ANNEXURE A-2 for Foreign Purchase and ANNEXURE B-2 for Indigenous Purchase.**

**(c) Tender Offer (above two envelopes inside another sealed envelope):**

Both these sealed envelopes [(a) Techno-commercial i.e., un-priced Bid and (b) Price Bid] shall be kept in a single sealed envelope and super scribed clearly with **RFQ No. and DUE DATE.**

2. The above sealed envelope (Tender) shall reach our office on or before the due date by 13:00 hrs. Quotations are to be dropped in the tender box marked for the OPENING ON respective days i.e., MONDAY / WEDNESDAY / FRIDAY kept at BHEL-EDN's Reception area of our works with caption "CE, SC & PV, DEFENCE". **Quotations also can be dispatched by Couriers / Registered post / FAX / e-mail to the Purchase Executive indicated in the RFQ at the risk of vendor / bidder.**

Quotation through courier / register post / fax / email 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 personnel to drop in the tender box before the scheduled opening date and time. Vendor is fully responsible for lack of secrecy on information of such quotations. Vendor shall confirm with the concerned purchase executive after sending the offer regarding such delivery mode to ensure participation. BHEL EDN is not responsible for any delay in receipt of quotation sent by vendor through post/fax/email.

Late Tenders i.e., Tenders received after due date & time will be rejected.

3. The rate quoted 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.
4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections / overwriting, if any should be signed by authorized person with the company seal. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation. Vendor shall doubly ensure that the quote is correct and complete. The corrections / overwriting if any shall be signed with the seal.
5. Quotations are to be duly signed. Unsigned bids/offers are liable for rejection.
6. Tenders will be opened at **13:30 hrs** & the venue is New Engineering Building, 2<sup>nd</sup> floor, MM conference hall, BHEL EDN, Bangalore. All the tenderers or their authorized representatives (with authorization letter from their principals) may witness opening of techno-commercial bid on the due date.
7. After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening.
8. The quantity in each item to be purchased may vary from quantity enquired according to the actual requirement at the time of placing the purchase order.

**9. DUN & BRADSTREET REPORT (for Foreign purchase):**

In case of foreign vendors, BHEL reserves the right to verify the Dun & Bradstreet report during techno-commercial scrutiny. Please mention DUN Number in **Techno-Commercial bid.**

**10. Payment of Agency Commission to Indian Agent (for Foreign purchase):**

- a. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- b. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.

**Signature of tenderer / with seal**

- c. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
  - d. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
  - e. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
  - f. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
  - g. The "Guidelines for Indian Agents of Foreign Suppliers" shall apply in all such cases.
  - h. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on [www.bhel.com](http://www.bhel.com).
- The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.
- i. **Installation & Commissioning:** Scope will be as per RFQ.E&C value should be quoted separately by bidders.
11. **TOTAL COST TO BHEL:** Purchase order will be placed on the lowest quotation (L1) only among the technically & commercially accepted quotations. Lowest quotation (L1) is determined on the basis of the total cost to BHEL.

For Foreign offers, the Exchange rate(TT selling rate of SBI) shall be taken as under.

Single part bids	Date of Tender opening
Two/Three part bid	Date of Part-1 bid opening
Reverse Auction	Date of Part-1 bid opening

If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

- (1) If Freight is quoted extra, original money receipt from Transporter shall be submitted for payment of Freight charges.
- (2) C-form : For issue of form "C", vendor has to furnish "E1/E2" form.

**12. FIRM PRICE:**

Rates quoted should be firm from the date of offer, till completion of supply. No enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order is placed.

If Installation & Commissioning is in vendor's scope, then the price shall remain FIRM till commissioning & handing over of the complete system.

**13. TERMS OF PAYMENT:**

**1. SUPPLY**

**A. : FOR FOREIGN PURCHASE**

Payment will be made against "SIGHT DRAFT" on presentation of documents to our bankers . Payment through LC is also made subject to loading factors as per Clause 25 (A). For LC payment bank charges within India will be borne by BHEL and outside India will be to vendor"s account.

The payment terms are as follows:

**SIGHT DRAFT PAYMENT (direct payment):**

**SUPPLY :**

(a) **I&C not included in vendor's scope** : 90% payment of Supply value + 100% Taxes shall be made with 45 days credit from the date of receipt of material at site. Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks.

(b) **Supply & I&C in vendor's scope** : 80% payment of Supply value + 100% Taxes shall be made with 45 days credit from the date of receipt of material at site. 10% on completion of I&C and certification line item wise on pro-rata basis. Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks..

**(B) FOR INDIGENOUS PURCHASE (DIRECT PAYMENT):**

**SUPPLY :**

(a) **I&C not included in vendor's scope** : 90% payment of Supply value + 100% Taxes shall be made with 45 days credit from the date of receipt of material at site. Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks.

(b) **Supply & I&C in vendor's scope** : 80% payment of Supply value + 100% Taxes shall be made with 45 days credit from the date of receipt of material at site. 10% on completion of I&C and certification line item wise on pro-rata basis. Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks.

**2. For I&C:** 100% on completion of I&C and certification line item wise on pro-rata basis.

**3. Civil Works :** 90% on completion of activity milestone and certification line item wise from site-in charge. Balance 10% against PBG for 10% of basic Civil value valid warranty period + 6 months claim period from any of the BHEL Consortium banks.

**4.O&M:** 100% O&M charges are payable as per RFQ terms against report certified by BHEL.

If PBG cannot not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable).

For any deviation in payment term, the offer will be loaded as per Clause 25.00.

**5.ADVANCE PAYMENT:** Quotations with "Advance payment" shall be liable for rejection.

**14. PENALTY:**

Failure to supply within the delivery time as per purchase order will make the vendor 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%.

Supply : Date of issue of pre-shipment inspection/ call letter with supporting documents like test reports/conformance to test carried by the vendor will be treated as date of dispatch for the purpose of penalty calculation wherever Pre-Inspection Call is carried out.

**Signature of tenderer / with seal**

For all other activities, the actual date of completion of activity as certified by concerned site-incharge will be considered for the purpose of penalty calculation.

**15. PBG:**

Performance Bank Guarantee (PBG) to be submitted on non-judicial stamp paper as per the BHEL prescribed format given in **ANNEXURE-E for Foreign Purchase and Annexure-F for Indigenous Purchase** for 10% of the total supply value obtained from any BHEL member (consortium) banks indicated in **ANNEXURE-G**.

**The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter.** BHEL will verify independently with the bank to establish the authenticity. Alternately, standby LC issued from approved banker can also be considered.

**16. TERMS OF DELIVERY:**

**(a) FOR IMPORTED PURCHASE:**

Price offered shall be for goods packed and delivered **FOB** Seaport,/FCA International Airport including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, negotiation charges of bank, Export declaration, Certificate of origin etc.

Packing shall be Air/Sea worthy, best suitable for trans-shipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross & net) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.

Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & **Fumigation / Phytosanitary certificate** to be submitted to the freight forwarders/ BHEL along with the invoice, B/L, packing list etc.

Vendors shall indicate the name of International Airport/Seaport. Approved Airports are as per **Annexure-C**. The consignment shall be handed over to BHEL approved freight forwarder as mentioned in PO.

**17. DELIVERY REQUIREMENT:**

Delivery date mentioned in RFQ is tentative. Actual requirement is as per RFQ terms & conditions.

**18. VALIDITY:**

Quotation should remain valid for a period of **90 days** from the date of technical bid opening.

**19. POST-ORDER REQUISITES:**

- a. Vendor shall give an Order Acknowledgement indicating the delivery date within one week of receipt of PO.
- b. Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL. Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.
- c. Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished.
- d. Items shall be dispatched by Air worthy /Sea worthy/ Road worthy packing. Any damage and later rejection, due to poor / improper packing shall be to vendor's account.
- e. Any damage/rejection should be made good or replaced immediately without any extra cost to BHEL such as freight, duties, taxes etc. The liability is restricted to the value of the order.
- f. Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL.
- g. BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during

Signature of tenderer / with seal

- h. installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government. Vendor shall indemnify BHEL for all damages/ losses to various personnel during their presence in BHEL"s premises for whatever purpose.
- i. Suitable markings & damage control indicating devices shall be provided where applicable.
- j. Equipment shall comply with the standard requirements of ISO 14001 & OHSAS 18001.

**20. RISK PURCHASE:**

The purchaser at his discretion may also make purchase of the materials NOT supplied in time at the RISK & COST of the supplier. In this event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase.

**21. GENERAL TERMS AND CONDITIONS GOVERNING REVERSE AUCTION (RA):**

- (a) In case of RA, BHEL will communicate business rules governing the RA to the bidders through a service provider.
- (b) BHEL EDN reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion.
- (c) Confirm acceptance for RA in ANNEXURE A/B.

**22. REGRET LETTER:** In case any vendor is unable to quote, vendor shall send a regret letter.

**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, India.

**24.** Any legal suit in respect of this enquiry lies in the court of Jurisdiction of Bangalore (India) only.

**25. LOADING FACTORS:**

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non compliance of BHEL standard commercial term.

**A (i). For non compliance of standard Terms of payment (For Foreign Purchase Orders)**

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	80% against "SIGHT DRAFT" + 20% after commissioning and against PBG(where both commissioning & PBG are applicable)	Payment through Letter of Credit (LC)	10%

In general, if the quote is through L/C, it shall be opened 30 days prior to dispatch and valid for 3 months.

**A(ii).For non compliance of standard Terms of payment (For Indigenous Purchase Orders)**

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	As per RFQ Terms	Any other Payment term	10%

**B.For non compliance of standard Terms of Penalty**

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Penalty of 0.5% per week	Other than the above.	Loading Factor 10%-Quoted Max %
	subject to max. of 10% on the		
	basic value of the items not		
	supplied /delayed		

**LIST OF INTERNATIONAL AIRPORTS**

<b>Sl. No</b>	<b>Country</b>	<b>Air Ports</b>
1	Austria	Vienna, Linz, Graz
2	Australia	Sydney, Melbourne, Perth
3	Belgium	Antwerp, Brussels
4	Canada	Toronto, Montreal
5	China	Shanghai
6	Cyprus	Lamaca
7	Czech Republic	Prague (Via Frankfurt)
8	Denmark	Copenhagen
9	Egypt	Cairo
10	Finland	Helsinki
11	France	Paris (Rosy), Lyon
12	Germany	Darmstadt, Mannheim, Nurnberg, Hamburg, Stuttgart, Munich, Koln, Dusseldorf & Hannover, Frankfurt, Berlin
13	Hong Kong	Hong Kong
14	Italy	Rome, Milan, Turin, Bologna, Florence
15	Ireland	Dublin
16	Israel	Telaviv
17	Japan	Tokyo, Osaka
18	Malaysia	Kuala lumpur, Penang
19	Netherlands	Amsterdam, Rotterdam
20	New Zealand	Auckland
21	Norway	Oslo
22	Oman	Muscat
23	Philippines	Manila
24	Romania	Bucharest
25	Russia	Moscow
26	Saudi Arabia	Riyad
27	Singapore	Singapore
28	Slovakia	Bartislawa
29	South Africa	Johannesburg, Durban
30	South Korea	Kimpo
31	Spain	Barcelona
32	Sweden	Stockholm, Gothenburg, Milano
33	Switzerland	Basle, Zurich, Geneva
34	Taiwan	Taipei
35	U.A.E.	Dubai
36	U.K.	Landon (Heathrow), Newcastle, Oxford, Cheltham, Bristol, Welling borough, Birmingham, East Midland, Manchester, Leeds, Glasgow.
37	U.S.A.	New York, Chicago, San Francisco, Los Angeles, Atlanta
38	Ukraine	Kiev

**BHEL EDN APPROVED TRANSPORTERS FOR INLAND ROAD TRANSPORTATION**

1. M/s Awagaman Road Carriers ltd., Bangalore. (AWG)
2. M/s BLR India Pvt. Ltd., Bangalore. (BLR)
3. M/s Delhi Assam Roadways corporation ltd., Bangalore. (DRL)
4. M/s Indo Arya Central transport ltd., Bangalore. (IACT)
5. M/s Prakash parcel Services, Bangalore. (PPS)
6. M/s Road Carrier of India, Bangalore. (RCI)
7. M/s Union Roadways ltd., Bangalore. (URL)

Signature of tenderer / with seal  
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**PERFORMANCE BANK GUARANTEE**  
**(FOR FOREIGN PURCHASE ORDERS)**  
**BANK NAME AND ADDRESS**

Bharat Heavy Electricals Limited (BHEL),  
Electronics Division,  
PB No. 2606,  
Mysore Road,  
BANGALORE- 560 026  
INDIA

Dear Sir,  
Ref: CONTRACT PERFORMANCE GUARANTEE.

WHEREAS you have entered into a contract reference No PO NO. \_\_\_\_\_

wit

h M/s

\_\_\_\_\_ having its registered office \_\_\_\_\_

at \_\_\_\_\_ for the supply of \_\_\_\_\_ as  
detailed in your purchase order No. \_\_\_\_\_ which is hereinafter referred to as "the said contract" and  
whereas M/s \_\_\_\_\_

has undertaken to produce a Bank Guarantee for 10% ( Ten Percent ) of \_\_\_\_\_ the contract price  
amounting to \_\_\_\_\_ ( \_\_\_\_\_

\_\_\_\_\_ ) to secure its obligations to Electronics Division, BHEL having its registered office at New Delhi  
for the performance of the contract including the warranty of the equipment supplied, We \_\_\_\_\_  
Bank , \_\_\_\_\_ hereby expressly, irrevocably and unreservedly undertake and guarantee as  
principal obligors on behalf of M/s \_\_\_\_\_ that in the event Bharat Heavy Electricals Ltd. (B.H.E.L.)  
declares to us in writing that M/s \_\_\_\_\_ has not fulfilled any obligation according to the  
contractual obligation of the said contract, to pay you on demand and without demur to Bharat Heavy Electricals Ltd.,  
Electronics Division , Mysore Road, P.B. No. 2606, Bangalore-560 026, India an amount of \_\_\_\_\_ (in words  
\_\_\_\_\_ ) subject to as may be determined below:

1) Notwithstanding any right M/s. \_\_\_\_\_ may have directly against you or any disputes raised  
by M/s \_\_\_\_\_

\_\_\_\_\_, Your written demand shall be conclusive evidence to us that repayment  
is due under the terms of the said contract and shall be binding on us.

2) We shall not be discharged or released from this undertaking and Guarantee by any arrangements, variations  
made between you and M/s. \_\_\_\_\_  
with or without our consent and Knowledge or by any alterations in the obligations of M/s.  
\_\_\_\_\_ by any forbearance whether as to payment, time, performance or otherwise.

3) This guarantee shall remain valid until the end of twenty four weeks after the close of the warranty period or until  
the same is reported by BHEL to us whichever is earlier.

4) We agree and undertake not to revoke this guarantee during its validity unless discharged in writing by you  
subject to the provision of clause (7) below.

5) This guarantee shall be a continuing guarantee subject to the foregoing and shall not be discharged by any change  
in the constitution of the Bank or M/s.  
\_\_\_\_\_.

6) This guarantee shall be governed by and constructed in accordance with the Laws of India.

7) At any time \_\_\_\_\_ Bank may render this guarantee null and void by paying to Bharat Heavy  
Electricals Ltd. the full amount being  
\_\_\_\_\_ (in words \_\_\_\_\_ )

For and on behalf of Bank  
by its Authorized  
Signatory

**Note:**

**Signature of tenderer / with seal**  
**Page 8 of 12**

- (1) To be executed in 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

**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/Nationalized 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 / authorized 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

**Signature of tenderer / with seal**

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 authorized 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

The above list is tentative and is subject to change from time to time.  
The Purchase Executive shall be contacted for confirmation of the same.

# **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) \_\_\_\_\_  
\_\_\_\_\_