



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
company
Sub-Contract and Purchase
Deptt.

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Power Sector – Northern Region, Plot No. 25, Sector - 16A,
Distt. Gautam Budh Nagar, NOIDA – 201 301, INDIA

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TENDER ENQUIRY NO: BHEL-PSNR/SCP/CS/YEMEN/E-2473

DATE: 18.09.2013

TENDER NOTICE

DUE DATE & TIME: 14.10.2013 by 1400 Hrs.

BHEL Power Sector, Northern Region, NOIDA, Uttar Pradesh, India invites offers in two part from **Suppliers/Civil contractors supplying Fusion bonded Epoxy coating TMT Bar (refer PQR)**, in sealed cover for the under mentioned stores.

SL. No.	DESCRIPTION	QUANTITY IN MT	DELIVERY SCHEDULE
1	PROCUREMENT OF " <u>FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS:4449:1997 AND EPOXY COATING AS PER BS:7295-1:1990 & BS 7295-2:1990</u> " FOR 4X100 MW MARIB GTPS PHASE – II, REPUBLIC OF YEMEN. DETAILS AS PER ATTACHED BOQ INCLUDING EPOXY COATING/SEA WORTHY PACKING AND TRANSPORTATION UP TO BHEL SITE LOCATED NEAR SAFER, MARIB, YEMEN.	1886 MT	<u>Commencement:</u> Within 45 days from the date of PO <u>Completion:</u> Within 90 days from the date of PO.

Notes:

1. For detailed tender enquiry, please visit BHEL web site www.bhel.com
2. Above quantity is indicative in nature and may vary.
3. Per MT rate quoted shall be applicable for variation in quantity.

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SECTION – “A”

SALIENT FEATURES OF NIT:

1. Tenders to be submitted in two parts:

Part: I:

Techno-commercial bid containing technical details along with commercial offer containing the following;

- Covering letter/Offer forwarding letter of Tenderer.
- Duly filled-in 'No Deviation Certificate' as per Annexure -V.

Note:

- a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
 - b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. In case of unacceptable deviations, BHEL reserves the right to reject the tender
- Supporting documents as required in line with Pre-Qualification Requirement (PQR) criteria stated in Section – “B”.
 - Signed & Stamped copy of NIT.
 - All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.
 - Integrity Pact Agreement as per Annexure - VI (Duly signed by the authorized signatory).
 - Duly filled-in Annexures – I, II & III as required under this Tender Specification/NIT.
 - A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed with clearly mentioning that whether **QUOTED or NOT APPLICABLE**. (No hidden charges shall be accepted).
 - Any other details preferred by bidder with proper indexing.

Part: II

PRICE BID consisting of the following shall be enclosed duly signed and stamped.

- Offered price (as per Section – “F” - Price Schedule format enclosed).
- The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in **US Dollar** for the rates as per price schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

Note: Bidder may ensure to sign each page of the tender document / their offer while submitting techno - commercial offer/ price-bid.

2. Both part-I & part-II should be individually sealed & super scribed as indicated above & shall be enclosed in one main envelope duly sealed & super scribed as

ENQUIRY FOR _____ ENQUIRY NO. _____ DUE ON _____

The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.

3. Standard pre-printed terms and conditions of the tenderers shall not be considered valid.
4. Offer shall remain valid for **Three months (90 Days)** from the Due Date of Part – I bid opening.
5. Unsolicited fresh/ revised Price Bids shall not be entertained.
6. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/ all tender(s) in part or full without assigning any reason whatsoever.
7. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/ items with different bidders and also increase or decrease the quantity.
8. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post. Late tenders are liable to be rejected
9. Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non-transferable) will be issued **free of cost up to 14.10.2013**, on all working days between 09:30 Hrs. to 12:30 Hrs. Tender No. and Works/ Stores description should be clearly indicated for issue of tender document.
10. You may also contact our representative as below;
 - **Mr. Jitendra Das, Regional Manager, Dubai Office.**
202, Al Attar Grand, Khalid Bin Walid Road,
Bur Dubai, PO Box 30569, Dubai (UAE)
Tel: +9714-3596185
Mobile: +97150-5530260
FAX: +9714-3596185
E-mail: dubai@bhelindustry.com; bheldxb@emirates.net.ae;
 - **Mr. D.K.Singh, General Manager, Yemen Office.**
BHEL Site office, MARIB 4X100 MW GTPSP Phase II, Marib, Republic of Yemen
C/o Branch Manager, BHEL, Ground Floor, NATCO Power Co. Ltd. Building, Djibouti Street, Hadda Area, SANA'A, Republic of Yemen
Tel: +967-1-446449, +967-733-996-423
E-mail: dk@bhelpsnr.co.in
11. Tenders must be submitted to the undersigned **latest by 14.00 Hrs. on 14.10.2013**. Technical bids shall **be opened at 15.30 Hrs. on 14.10.2013 in our BHEL PSNR, NOIDA (INDIA) OFFICE.**
12. Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications, if any, will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum) and not in the newspapers. Bidders shall keep themselves updated with all such amendments by checking the site regularly.

- 13.** Tender should not be addressed to any Individual's name but only by designation to:

**Sr. Engineer/ Purchase
Room No - 104
BHARAT HEAVY ELECTRICALS LIMITED, Power Sector-Northern Region,
HRDI & ESI Complex, Plot no.25, Sector 16 A,
NOIDA –201301 (INDIA), Phone. No. 0120-2416500**

- 14.** Bidders shall submit **Integrity Pact Agreement** as per Annexure - VI (Duly signed by authorized signatory who signs in the offer), along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given as below;

Shri D. P. Bagchi, IAS (Retd.)
Y-165, Regency Park - II,
DLF City, Phase IV,
Gurgaon - 122 009

- 15.** Vendors Technically and Commercially acceptable are subjected to final approval from BHEL's Customer (M/s PEC, Yemen) or its consultant (M/s TKC).
- 16.** The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Section – 'B'.

17. LANGUAGE & CORRECTIONS:

- a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection.
- c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d) All cancellations and insertions shall be duly attested by the tenderer.
- e) All columns for price format shall be filled. If not applicable, please write "NA".

18. TENDER EVALUATION:

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

19. PRICE DISCREPANCY:

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

- a. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.

- b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- c. In case of any other discrepancy, the decision of the purchaser will be final.

20. DISCOUNTS:

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only.

21. BHEL reserves the right to finalise the order through Reverse Auction. For details please refer to ANNEXURE- IV.

22. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

23. In the event of any contradiction in the terms and conditions mentioned in the **Special Conditions of the Contract** and those mentioned elsewhere, stipulations mentioned in the Special Conditions of the Contract shall prevail.

24. TENDER BOND:

24.1. Every tender must be accompanied by the prescribed amount of Tender Bond in the manner described herein.

- i) Tender Bond of **USD. 5,000.00 (USD Five thousand only)** shall be furnished along with the offer in full.
- ii) Tender Bond in the form of Demand order / Pay order is to be paid in favour of "**Bharat Heavy Electricals Limited**" and payable at **NEW DELHI / NOIDA.**

24.2. Tender Bond submitted by the bidder will be forfeited if

- i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

24.3. In the case of unsuccessful bidders, the original Tender Bond will be returned to them within a reasonable time after acceptance of award by successful tenderer.

Thanking you,

Yours faithfully,
For and on behalf of BHEL


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SECTION - "B"

PRE-QUALIFICATION REQUIREMENT (PQR):

1. A. Suppliers/ Civil Contractors supplying Fusion bonded Epoxy coating on TMT as a principle bidder:

- a) Suppliers/ Civil Contractors supplying Fusion bonded Epoxy coating on TMT as a principle bidder: Annual Turnover in the FY 2011-12 & 2012-13 shall be at least of USD 5 million. (Copy of audited balance sheet / Profit & Loss account for the FY 2011-12 and copy of provisional certified results for the FY 2012-13 indicating minimum turnover of USD 5 million shall be submitted along with the Techno-commercial bid). In case Financial Year (FY) ends in the month of December, the Copies of balance sheets for FY ending in Dec, 2011 and Dec, 2012 may be submitted.
- b) Suppliers to Procure TMT bars either directly from Primary steel maker or through their traders.

2. Bidders technically and commercially acceptable are subject to the final approval from BHEL'S Customer (M/s Public Electricity Corporation (PEC), Yemen) and/ or their Consultant M/s The Kuljian Corporation (TKC).

3. Source for supply of steel will be approved by BHEL's customer i.e. manufacturer for steel and Agency carrying out Epoxy coating will be approved.

4. Bidders shall submit the Epoxy coating procedure for approval from BHEL's Customer (M/s Public Electricity Corporation (PEC), Yemen) and/ or it's Consultant M/s The Kuljian Corporation (TKC).

5. Bidders shall forward the following documents along with Techno- commercial bid for approval from BHEL's Customer;

- (i) Request letter for approval from the TMT bar manufacturer and from Agency for Epoxy coating.
- (ii) Profile of both Steel Manufacturers and Agency for Epoxy coating.
- (iii) Mill test certificates, chemicals and physical test results of steel supplied.
- (v) Procedure for Epoxy coating process.
- (vi) Product data sheets for material used in Epoxy coating process.
- (vii) Packaging & dispatch procedure

In addition to above documents, any other documents if required by Customer shall also be arranged and furnished to BHEL by the tenderer.

NOTE: (1) Bidders not offering all sizes of TMT bar as per BOQ shall not be considered.

(2) Please note in case of bid submitted by non-manufactures of TMT bar / Epoxy coaters, Customer (M/s PEC) shall not only approve the bidder but also the manufacturers from whom bidder may source Epoxy coated TMT bars.

SECTION - "C"

BILL OF QUANTITY (INDICATIVE)

TENDER ENQ. NO. BHEL/PSNR/SCP/CS/YEMEN/E - 2473		
4 X 100 MW MARIB GTPS PHASE-II, REPUBLIC OF YEMEN		
INDICATIVE BREAK UP OF STEEL QUANTITY		
SL. NO.	SIZE	QUANTITY (IN MT)
FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS:4449:1997 AND EPOXY COATING AS PER BS:7295-1:1990 & BS 7295-2:1990.		
1	8 mm Dia.	164
2	10 mm Dia.	212
3	12 mm Dia.	31
4	16 mm Dia.	488
5	20 mm Dia.	504
6	25 mm Dia.	386
7	28 mm Dia.	22
8	32 mm Dia.	79
	TOTAL	1886

NOTE:

1. All Test Certificates for TMT Bars & Epoxy coating Process Control shall be as per British Standards (BS) only. Bidder should insist material TC only in BS grade from the manufacturer of TMT Bar & agency carrying out Epoxy coating on TMT bar.
2. Above indicated steel sizes and quantity against each is indicative only and may vary during engineering stage after placing Order.
3. All the TMT bars shall be supplied in uncoiled (straight length) condition and length of 10 - 12 metre.

SECTION - "D"

SPECIAL COMMERCIAL TERMS AND CONDITION (SCC)

1. The **scope of bidder** is to supply the Epoxy coated TMT Steel Bars in sea worthy packing and transportation up to Marib site in Yemen, preferably by road. Custom clearance at border check post shall be by vendor only.

Unloading of material at Marib site shall be in the BHELs' scope.

The following documents are required for Custom Clearance at border check post of Yemen:

- a) Original Invoice.
- b) Original certificate of origin.
- c) Original chamber of commerce approvals.
- d) Bill of lading.
- e) Manufacturer quality certificates for steel bars reinforcement, original.
- f) Epoxy treatment processor quality certificate, original.
- g) Compliance certificate from Independent Agency.
- h) Insurance Certificate
- i) Shipping agent approved data.
- j) Packing list.

2. **Quantity variation:**

Purchaser may accept materials up to (+/-) 5% in each size of ordered quantity to make it lot size.

3. **TAXES AND DUTIES:**

3.1. All applicable taxes and duties including custom duty should be included in the price and shall not be payable extra. GST is not applicable and should not be included in the price.

3.2. Custom clearance of goods from Yemenis' custom shall be responsibility of vendor.

- 4.0 **INSURANCE:**

Transit Insurance of material from Manufacturer's work to Marib site is in BHEL's scope and the details of same shall be intimated to successful bidder before dispatch of material. **Vendor is to quote transit insurance amount as an optional.**

- 5.0 **BILLING SCHEDULE/Dispatch Schedule FOR SUPPLY:**

Billing Schedule shall be prepared by the vendor and submitted to BHEL-PSNR for approval (in the event order is placed by BHEL-PSNR). The freezing of Billing Schedule in CAT-I approved is must before commencement of dispatches. No payment shall be made in the absence of approved Billing Schedule.

- a) Lists of all items of total scope of supply both manufactured at vendors works and sub-vendor's items with unit and total price (F.O.R. Mumbai Port) along with Gross and Net weight. No item is to be made as free issue required for completion of supply scope/system.
- b) Quantity shall be indicated only in numbers and not as Sets or Lots.

6.0 INVOICES VIS-VIS PAYMENT:

Billing documents are given as below:

- a) Original Invoice.
- b) Original certificate of origin.
- c) Original chamber of commerce approvals.
- d) Bill of lading.
- e) Manufacturer quality certificates for steel bars reinforcement, original.
- f) Epoxy treatment processor quality certificate, original.
- g) Compliance certificate from Independent Agency.
- h) Packing list.
- i) BHEL-PSNR Material Dispatch Clearance Certificate (MDCC) in original.

The requirement of any more documents, if needed for release of supplier payment shall be informed later to the successful bidder at the time of placement of LOI/PO. Also please note that even if material is not inspected by our customer PEC, Yemen, their clearance is required before dispatch and issuance of MDCC by BHEL.

Note: Above documents to be submitted in 3 sets.

7.0 Delivery Schedule: The delivery shall be started within 45 days from the date of PO and to be completed within 90 days from the date of PO. All vendors are requested to quote realistic delivery period. Delivery extension without levy of LD shall only be granted after proper delay analysis, if delay is not attributable to Supplier.

8.0 Packing List:

Packing list format, if any, shall be given later.

9.0 Provision of Inspection Windows on Packages:

Unit/supplier should provide inspection window for customs examination for all such packages involving Panels of any kind. Care would be taken to ensure that all packages are properly sealed to avoid ingress of moisture, rodents etc.

10.0 Marks & Numbers on Packing Cases:

Details shall be given later.

11.0 Marking for Safe Handling:

To ensure safe handling, packing cases will be marked to show the following:

- Upright position.
- Sling position and Centre of Gravity position.
- Storage category.
- Fragile components **(to be marked properly with a clear warning for safe handling).**


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SECTION – “E”

**GENERAL COMMERCIAL TERMS AND CONDITIONS
(GCC)**

PART – A: INSTRUCTIONS TO BIDDERS

PART – B: GENERAL COMMERCIAL TERMS & CONDITIONS



**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR – NORTHERN REGION
HRDI & PSNR COMPLEX
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (U.P.)**

DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

1. The **Purchaser** shall mean M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Power Sector – Northern Region**, HRDI & PSNR COMPLEX, PLOT NO. 25, SECTOR – 16A, NOIDA – 201 301 (U.P.) which expression shall include its successors and assigns. It may also be referred to as **BHEL**.
2. The **Owner** shall mean the Customer or Client for whose project, the enquiry has been issued by the purchaser and shall include his successors and assigns as well as authorised officer(s)/ representative(s), which may also be referred as **Customer** or **Owner/ Customer**.
3. The **Consultant** shall mean the agency appointed by the Owner or Purchaser to provide consultancy services for the project and shall include his successors and assigns as well as authorised officer(s)/ representative(s).
4. The **Tenderer** shall mean the Firm/ Company/ Organisation, which quotes against the Tender Enquiry issued by the purchaser. It may also be referred as **bidder** or **vendor**.
5. **Acceptance of offer** shall mean issue of letter of intent/ award or memorandum or detailed Order/ Contract communicating the acceptance of offer, to the successful tenderer.
6. The **Order/ Contract** shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, covering letters, schedule of prices and quantities, letter of intent/ award of the Purchaser, “Integrity Pact (IP) (as and when applicable)”, any special conditions applicable to the particular Order/ Contract and subsequent amendments mutually agreed upon. It may also be referred as **order** or **contract/ order** or **purchase order** or **contract**.
7. The **Seller/ Contractor** shall mean the firm/ company/ organization with whom the Order/ Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as **contractor, seller or supplier**.
8. The **Sub-contractor** shall mean the person/ firm/ company/ organization to whom any part of the work has been sub-contracted by the Seller/ Contractor, with the written consent of the purchaser and shall include sub contractor’s heirs, executors, administrators, representatives and assigns.
9. The **Engineer** shall mean officer of the purchaser as may be duly appointed and authorized in writing by the purchaser to act as the engineer on his behalf for the purpose of the Order/ Contract.
10. The **Specification** shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
11. The **Site** shall mean and include the land and place on, into or through which the power station and the related facilities are to be constructed and any adjacent land, path, street or reservoir which may be allocated or used by the owner or Seller/ Contractor in the performance of the Order/ Contract.
12. **Tests on completion** shall mean such tests as are prescribed by the specifications and/ or tests mutually agreed upon by the purchaser and the Seller/ Contractor, to be performed by the Seller/ Contractor after erection of the equipment to establish satisfactory operation as required by the specifications.

13. **Commissioning** shall mean successful completion of **trial operations** and readiness of the contracted/ ordered plant and materials for commercial use. This will include all consumables and inputs required for pre-commissioning.

14. **Initial operation or Trial operation or Reliability run** shall mean continuous integrated operation of the contracted/ ordered plant and materials under varying loads to furnish proof of satisfactory operation, for a specified period.

15. **Temporary work** shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.

16. **Approved** means approved in writing including subsequent written confirmation of previous verbal approval and **approval** means approval in writing including as aforesaid.

17. **Inspection Agency (IA)** shall mean any person(s), who may be duly authorized by the purchaser/ owner to inspect the stores included in the Order/ Contract, at the contractor's/ sub-contractor's works. List of zone-wise inspection agencies is given in Annexure – V. Vendors to raise inspection call on BHEL – CQS web site

18. **Month** shall mean calendar month and **week** shall mean 7 days.

19. **Consignee** shall mean the official(s)/ person(s) to whom the stores are required to be delivered in the manner indicated in the Order/ Contract.

20. **Plant/ Equipment/ Stores** shall mean the goods, machinery, components, parts, spares, etc. required to be supplied by the Seller/Contractor as per Order/ Contract.

21. **Contract Engineer/ Purchase Engineer** shall mean the official who has signed the Order/ Contract on behalf of the Purchaser.

22. **Site Engineer** shall mean officer of the purchaser/ owner as may be duly appointed and authorized in writing by the purchaser to act as the Site Engineer on his behalf for the purpose of receipt & verification of in-coming stores and issue of Material Receipt Certificate (MRC)/ Stores Receipt Voucher (SRV).

23. **Site Inspection Agency (Site IA)** shall mean any person(s), who may be duly authorized by the purchaser/ owner to inspect the stores/ works included in the Order/ Contract, at the Project Site.

24. GENERAL

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies, corporate, limited liability companies, partnership and other legal entities.

PART – “A” - INSTRUCTIONS TO BIDDERS

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1.0 GENERAL INSTRUCTIONS

1.1 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon in the deviation sheets by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

Integrity Pact (IP) will be applicable for all tenders/ contracts valuing more than Rs. 10 crores. This Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with techno – commercial bid, duly signed by the authorized signatory who signs the bid. 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 would be a preliminary qualification.

1.2 All commercial terms and conditions except price should be submitted as part of techno-commercial offer which may be opened first. The price part (Part-II) is to be submitted in a separate sealed cover along with techno-commercial offer (Part-I). Purchaser reserves the right to open both the parts at the same time.

1.3 A declaration as per **Annexure III must** be sent before opening of Price Bids.

2.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

2.1 Tenders shall be submitted in **two parts** as described below on or before the due date by **2 p.m.**

PART - I : TECHNO-COMMERCIAL BID

Containing Technical offer, Annexure-I & II, Commercial Terms & Conditions and Unpriced Copy of Price Bid, in three (3) sets.

PART-II : PRICE BID

Containing Prices, to be submitted in Two sets strictly as per enclosed Price Schedule Format (One original + one copy of the original), for complete scope of the Tender Enquiry.

NOTE: Any changes in the specified price format, if made, other than those specified and accepted in the un-priced format, the offer is liable to be rejected.

2.1.1 PART-I (techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of tenderers who may like to attend.

Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

2.1.2 PART-II containing prices shall be submitted along with Part-I, but in a separate sealed cover. Any corrections/ amendments shall be properly and fully authenticated. If not done so, the offer is liable to be rejected.

2.1.3 In case it becomes necessary for the tenderer to make any changes in his original price bid (Part-II) on account of technical/ commercial confirmations/ clarifications, against the changes raised by the purchaser, to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted. Revised price bid only if requested by the purchaser shall be submitted, in a separate sealed cover. Impact/ discount/ Revised price bid shall be duly super scribed as:

DISCOUNT/ IMPACT/ REVISED PRICE BID (PART-II) (DELETE WHICHEVER IS NOT APPLICABLE), REVISION NO ____ AGAINST TENDER ENQ. NO. _____ DATED _____”.

2.1.4 However if any bidder on his own offers price discount or reduce prices. The same would be acceptable. Other bidders in such a case would also be informed and can submit reduced prices, if so desired by them. No price increase is acceptable till the validity of offer.

2.2 After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, Part-II containing FINAL REVISED PRICE BID, if submitted, otherwise, the original Price Bid along with price impact and discount, if any, shall be opened, for which the date and time shall be intimated to the technically and commercially acceptable tenderers only, in case of public opening.

NOTE: BHEL also reserves the right to open the earlier price bids, if any, submitted by the bidders, if required.

2.3 No correspondence shall be entertained from the tenderers after the opening of Part-II (Price bid) of the tender.

2.4 Not more than two representatives will be permitted to be present for the tender opening.

2.5 Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.

2.6 MARKING ON ENVELOPES

2.6.1 The following shall be super-scribed on the envelopes which shall be addressed to the Official inviting Tenders, by name & designation.

PART-I :

1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID".

PART II :

1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "PRICE BID".

2.6.1a Impact/ discount through e-mail or letter without proper superscription on the envelope is not acceptable.

2.6.2 Both Parts - I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a **main cover** duly sealed and superscribed as:

"TENDER FOR _____ AGAINST TENDER ENQ. NO. _____ DUE ON _____ CONTAINING PART-I & PART-II BIDS".

2.6.3 Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.

2.7 BID SUBMISSION

2.7.1 The tenders shall be addressed to the official inviting Tenders by designation and sent at the following address:

**Sr. Engineer/Purchase
Bharat Heavy Electricals Ltd.
Power Sector – Northern Region
HRDI & PSNR Complex,
Plot NO. 25, Sector – 16A,
NOIDA – 201 301 (U.P.)**

2.7.2 Tenders can either be delivered in person or sent at the above mentioned address by **COURIER/ REGISTERED POST**, to the official inviting tender(s). It shall be the responsibility of the bidder to ensure that the tender is delivered in time as tenders received after the **Due Date** and **Time** of submission are liable to be rejected.

2.8 Unsolicited tenders shall not be entertained.

2.9 Order/ Contract when finalized will be issued in the name of the successful bidder only and consideration for change of name during tender evaluation and after submission of the tender is subject to the discretion of BHEL/ Owner.

3.0 PART-I (TECHNO-COMMERCIAL BID) - CONTENTS & CHECKLIST

3.1 The tender shall be submitted in specified number of copies in separate sections for main equipment, recommended spares, etc., as per scope defined.

3.2 Technical offer for main equipment shall contain:

- a) Technical specifications/ write-ups.
- b) Scope of supply & bill of material.

- c) Catalogues, literature & drawings/data sheets and P&ID with terminals marked up.
- d) Schedule of commissioning spares and mandatory spares (to be given separately) giving only description of each item and quantity, **as per given format if any.**
- e) Optional items as per BHEL price schedule format.
- f) Recommended list of spare parts for three years operation as applicable.
- g) Schedule of supervision for erection & commissioning services, if required.
- h) Schedule of maintenance/ erection tools and tackles covered in the scope of supply as per BHEL price schedule format.
- i) Guarantee offered for the capacity of the system/ equipment, auxiliary power consumption & consumables like chemicals etc. as applicable.
- j) Listing of technical deviations
- k) Listing of exceptions & assumptions
- l) Services and materials to be provided by the purchaser.
- m) Names of main sub-vendors/ contractors.
- n) Quality plans.
- o) All other details/ documents as listed in tender documents.

3.3 Commercial offer shall contain:

- a) Agreed terms & conditions (Annexure-II).
- b) Listing of Commercial Deviations, if any w.r.t. GCC & SCC.
- c) Unpriced copy of the Price Bid (Part-II), indicating the BOQ as per the Technical Specifications.
- d) Delivery schedules
- e) Validity of offer

4.0 **PART II (PRICE BID) - CONTENTS AND CHECK LIST**

4.1 The BEST offer with FIRM prices in the given **PRICE SCHEDULE FORMAT** shall be submitted as per scope defined.

4.2 Price Bid for Stores shall cover basic price including packing with excise duty, sales tax, freight etc, as per format enclosed.

4.6 **Authority of person signing the tender on behalf of the tenderer:**

A person signing the tender or any other document in respect of the Order/ Contract on behalf of the tenderer, without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person so signing had no authority to do so, the purchaser may, without prejudice to any other right or remedy, cancel the Order/Contract and make or authorise the purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the Order/Contract including any loss which the purchaser may sustain on account of such purchase.

Notes

- a) All bids shall be in US Dollar only.
- b) The authorized representative/ agent can only represent one bidder for the given package.

5.0 CLARIFICATIONS REQUIRED BY BIDDERS

Technical and commercial clarifications required, if any, before submission of tender, should be given separately in duplicate addressed to the official inviting the tenders.

6.0 TECHNICAL SPECIFICATIONS

The tenderer is advised to study the technical specifications, schedules and data sheets carefully and submit all required information in his tender including scope of supply, bill of materials etc.

7.0 DEVIATIONS - LISTING

7.1 Tenders shall be submitted strictly in accordance with the requirements of tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under the headings "**TECHNICAL DEVIATIONS**" and "**COMMERCIAL DEVIATIONS**" respectively, along with reasons for taking such deviations. Deviation(s) mentioned elsewhere but not included in the Schedule of Deviations as above, shall not be accepted.

7.2 Deviations from the specifications, will not ordinarily be allowed. In case the tenderer offers an alternative/ nearest equivalent equipment/ specifications, the alternate offer shall be submitted by the tenderer in a separate sealed cover. The tenderer shall guarantee the performance of the store(s) for the same conditions and ensure as specified in the technical specifications.

8.0 ASSUMPTIONS - LISTING

If the tenderer has made any assumptions while making technical offer, the same shall be listed separately under the heading "**ASSUMPTIONS**".

9.0 DELIVERY/COMPLETION SCHEDULE

9.1 **ZERO DATE:** The date of LOI/ Order/ Contract whichever is earlier shall be treated as the Zero Date for contractual purpose.

9.2 DELIVERY PERIOD & PACKING OF MATERIAL

9.2.1 The delivery of Stores as per scope of the Order/ Contract shall be quoted by the bidders as per N.I.T.

10.0 STORAGE INSTRUCTIONS

The successful tenderer shall be required to submit detailed instructions for storage of supplies within three (3) months of the date of award of the LOA/Order/Contract.

11.0 VALIDITY OF OFFER

Offer shall be submitted with following validity periods:

- i/ Original offer shall be valid for Three months from part-I opening.
- ii/ If revised price/ impact is being asked the validity of the same shall be two months from the date of price bid opening.
- iii/ Unit prices for scope addition/deletion: to be kept valid till successful Completion of contract.

NOTE:

a) Discount offered, if any, shall be for the full duration of validity. Offers of shorter validity or discount for shorter duration are liable to be rejected.

b) Any conditional discount shall not be considered for evaluation and ordering.

12.0 LANGUAGE & CORRECTIONS

a/ The tenderer shall quote the rates in Hindi/ English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.

b/ All entries in the tender shall either be typed or written legibly in ink. Erasement and over-writings are not permitted and may render such tenders liable for rejection.

c/ Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.

d/ All cancellations and insertions shall be duly attested by the tenderer.

13.0 CHANGE OF TERMS & CONDITIONS/ PRICE

13.1 Any revision or changes in quoted prices and/ or conditions of offer made after tender opening, which will give benefit to the tenderer over others, may result in rejection of the tender.

13.2 Under no circumstances, tenderer shall alter his quoted Prices/ Rates during the validity period after tenders have been opened. Any tenderer who does so, resulting into re-calling of tenders by the purchaser or additional expenditure to the purchaser, shall run the risk of being black-listed by the purchaser, who reserves the right to recover the damages resulting therefrom.

14.0 TENDERER TO INFORM HIMSELF FULLY

14.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tender, for clarifications, before submission of the tender.

14.2 The tenderer shall make independent enquiries as to the conditions and circumstances affecting his tender estimates and to the possibility of executing the supplies/works as described. In assessing the tender, the tenderer shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself (as far as practicable) as to the form and nature of the site, the quantities and materials necessary for the completion of the work and the means of transport and access to the site, the accommodation he may require, the general labour position at the site and to have quoted his prices taking into consideration, the risks, contingencies and other circumstances which may influence or affect the execution of the Order/ Contract.

14.3 It is the responsibility of the tenderer to keep himself informed of the correct rates of customs and other duties and taxes leviable for the materials/ services as prevailing at the time of tendering. If the rates assumed by the tenderer are less than the tariff rates prevailing at the time of tendering, the tenderer will be himself responsible for such under quotations.

15.0 REVERSE AUCTION –

BHEL/ PSNR reserve the right to go for reverse auction by BHEL appointed service provider instead of opening the submitted sealed bid which will be decided after techno-commercial evaluation.

16.0 INTEGRITY PACT:-

The vendors shall have to enter into an Integrity Pact in case the order value is more than Rs. 10 crores (Refer Annexure - VI)

17.0 REJECTION OF TENDER AND OTHER CONDITIONS

17.1 BHEL/ PSNR reserve the right to reject any bidder if the past performance is found unsatisfactory.

17.2 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any tender and reserves to itself full rights for the following without assigning any reasons, whatsoever :

- a) to reject any or all the tenders.
- b) to split up the work amongst two or more tenderers.(Applicable for the contract where E&C is not in the scope of tenderers)
- c) to award the work in part. (Applicable for the contract where E&C is not in the scope of tenderers)
- d) to increase or decrease the quantities.
- e) to reject any commercial or technical deviation given in offer.

17.3 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

17.4 Purchaser will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the award of the Order/Contract. Purchaser may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Seller/Contractor concerned.

17.5 If the tenderer deliberately gives wrong information in his tender, purchaser reserves the right to reject such a tender at any stage or to cancel the Order/Contract, if awarded and **forfeit** the security deposit and Bank Guarantee.

18.0 LOADING FOR DEVIATIONS & TENDER EVALUATION

No Deviation from Tender terms and conditions shall be accepted.

19.0 PRICE DISCREPANCY

The following shall be considered for evaluation and ordering.

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the corrected calculated price shall be considered for evaluation and ordering.

If there is a discrepancy between words and figures, the correct calculated price shall be considered for evaluation and ordering.

Unit prices quoted only shall be considered as correct for evaluation and ordering.

Taxes and duties if not specified clearly as extra shall be considered as included in the basic price & therefore shall not be reimbursed.

20.0 DISCOUNTS

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only. In case only percentage discount is indicated, the same shall be applicable for optional prices also.

21.0 EVALUATION CRITERIA

Tenders will be evaluated on the basis of delivered cost i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages, including those available from the Owner, taxation, etc.

**PART – “B” - GENERAL COMMERCIAL TERMS & CONDITIONS
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1.0 CONTRACT

The Contract between the Purchaser and Seller/ Contractor is merely a Contract only and shall not be treated as a partnership between the parties to the Contract.

2.0 PRICES

2.1 BASIC PRICES

Basic prices shall be for the entire scope of work in line with all instructions, specifications and terms and conditions specified in the Tender Documents.

3.0 TAXES AND DUTIES

All local taxes and duties in the country of manufacture shall be taken care by the seller and no taxes shall be ensured. Quoted prices shall include all taxes incurred before entering into the borders of Yemen.

3.1 DIRECT TAX:

3.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ contractor and his personnel.

Clauses 4.0. and 5.0 are not applicable.

6.0 VARIATION

The prices shall remain firm for any increase or decrease in the Order/ Contract value up to plus or minus 30% unless specified otherwise in technical specification/ price format. The purchaser shall have the right to increase or decrease quantities and scope up to the above extent of value and Seller/ contractor shall be bound to accept the same at the contracted prices without any escalation.

7.0 DELETED

8.0 TERMS OF PAYMENT

8.1. 100% payment through irrevocable Letter of Credit (L/C) after receipt of material at site and acceptance by BHEL.

Note: LC opening / negotiation charges to respective account. LC confirmation charges to Vendor's account.

8.2. DOCUMENTS TO BE SUBMITTED FOR CLAIMING PAYMENTS AGAINST SUPPLY.

Documents shall be 6.0 of Section – “C” of **Special commercial terms and condition (SCC)**

8.3 LOADING DETAILS IN CASE OF DEVIATIONS:-

No deviation from Tender terms and conditions shall be accepted.

8.4. BHEL bankers details shall be given later.

~~8.5 No interest shall be payable by the purchaser on the security amount, bank guarantee amount or balance which may be lying with the purchaser or any money which may become due owing to difference or misunderstanding or any dispute between the purchaser and the contractor, or any delay on the part of purchaser in making periodical or final payment or any other aspects incidental thereto.~~

9.0 RECOVERY OF OUTSTANDING AMOUNT

In the event of any amount of money being outstanding at any point in time against the Seller/ Contractor, due to excess payment or any other reason whatsoever, in the present order/ contract or any other order/ contract, the outstanding amount shall be recovered from the payments due to the

seller/ contractor or at any other appropriate time and manner/ mode as deemed fit by the Purchaser at its sole discretion.

10.0 DELIVERY/COMPLETION SCHEDULE

10.1 The Seller/ contractor shall so organize his resources and perform the Order/ Contract so as to complete it as per stipulated delivery/ completion schedule.

10.2 Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery, by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.

10.3 Supply of plant/equipment/ stores shall adhere to the quality and specifications as per Order/ Contract and shall be delivered at the destination specified in the Order/ Contract.

10.4 Date of dispatch for indigenous supplies (RR/ GR date) and shipment (AWB/ B/L date) for imported supplies shall be treated as **the date of delivery** for the purpose of levying **Liquidated Damages as per clause 13.**

10.5 Terms of delivery shall be F.O.R dispatch station.

11.0 DELETED

12.0. MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)

12.1 When the tests have been satisfactorily completed at the Seller/ contractor's works, the Inspection Agency shall issue a certificate to that effect within fifteen (15) days after completion of tests, but if the tests were not witnessed by the Inspection Agency or his representative, the certificate would be issued within fifteen (15) days of the receipt of the test certificates by the Inspection Agency.

12.2 Purchaser/Owner will issue MDCC to the Seller/ contractor based on the QS Note/Report from the Inspection Agency.

12.3 Seller/ contractor will not dispatch any material before issue of MDCC by the Purchaser/ Owner.

12.4 The satisfactory completion of these tests or the issue of MDCC, shall not bind the purchaser/ Owner to accept the supply/equipment, should it, on further tests after erection, be found not to comply with the contract provisions.

13.0 DELIVERY FAILURE AND TERMINATION/ LIQUIDATED DAMAGES

13.1 The parties hereto agree that the timely despatch/ delivery and completion of other schedules as stipulated in Order/ Contract shall be the essence of the Order/ Contract. If the seller/ contractor fails to complete the despatch/ delivery and other schedules within the time period stipulated in the Order/ Contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for breach of Order/ Contract without prejudice to any other rights and/ or remedies provided for, in the Order/ Contract and hereunder.

13.2 DELAYED DELIVERY

13.2.1 It is clearly understood among the parties to the contract the "Time is the essence of the contract". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of 0.5% of the value of un-despatched goods for each week of delay subject to a maximum of 15%. Specific confirmation for this clause has to be given in the offer. Otherwise the offers will be liable for rejection.

13.2.2 The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller/ contractor with notice to the seller/ contractor of the stores due for delivery but not so delivered or their equivalent, without canceling the Order/ Contract in respect of the stores not yet due for delivery. The manner and the method of such purchase shall be at the discretion of the purchaser.

13.2.3 Purchaser reserves the right to cancel the Order/ Contract or a portion thereof for the stores not so delivered at the risk and cost of the seller/ contractor and the seller/ contractor shall be liable to the purchaser for any excess costs thereof.

13.2.4 Seller/ contractor shall continue the performance of the Order/ Contract under all circumstances, to the extent not cancelled.

14.0 INSURANCE

14.1 Insurance shall be by vendor. In case BHEL desire to arrange to insurance due customer contract requirement, it shall be intimated well advance to seller. Therefore separate value for transit insurance may be quoted. Please refer the price format.

14.2 Bidders/Vendors shall inform the insurance company, appointed/ nominated by BHEL/ Purchaser, the details of dispatches under intimation to BHEL such as LR no. & date, Truck nos., P.O. no., project & value.

14.3 Insurance as applicable for field work such as third party liability, workmen compensation, Seller/ contractor's own Tools & Plants and automobile shall be arranged by the seller/ contractor.

15.0. INTER-CHANGEABILITY AND CHANGES

15.1 All similar components or parts of similar equipment supplied by the seller/ contractor shall be interchangeable with one another.

15.2 Even though all the work and materials necessary for satisfactory completion of the works may not be detailed in the specifications and schedules, the cost will be considered to be within the contract price and no extra charges shall be payable. However, if there are substantial changes in the specifications of the stores/ plant, consequential changes in prices shall be mutually agreed between the purchaser and the seller/ contractor.

16.0 PACKING

16.1 The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.

16.2 Packing list shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate:

a/ Packing size.

b/ Gross weight and net weight of each package.

c/ Contents of the package with quantity of each item separately e.g. No. of TMT bars in each bundle.

16.3 In case of shipment by sea, the packing shall be sea-worthy and of international standard.

16.4 COLOUR CODING OF TAGS/MARKING/STICKERS

16.4.1 Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details regarding purchase order, description of the components, quantity etc.

16.4.2 Tags should be of the colour as mentioned below:

Main equipment: Yellow or white tag

Mandatory spares: Pink or red tag

Start-up/Commissioning spares: Blue tag

O&M spares: Green tag

16.4.3 Similar colour scheme should be followed wherever stickers are pasted on components.

17.0 MATERIAL RECEIPT CERTIFICATE

The Seller/ contractor shall arrange Material Receipt Certificate from the concerned project site, duly signed by the purchaser/owner Site Engineer, after receipt of the material at site and its physical verification wherever E&C is in the scope of seller/ contractor.

For supply packages – MRC shall be arranged by BHEL. However vendor to provide copy of receipted LRs to enable BHEL to obtain MRC from site.

18.0 CONSIGNEE'S RIGHT OF REJECTION

18.1 Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the Order/ Contract (whether with or without any test carried out by Seller/ contractor or the Inspection Agency or under the direction of the Contract Engineer), and notwithstanding delivery of the stores where so provided to the consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion or consignment thereof, within 30 days after actual delivery, thereof to him at the stipulated place or destination, if such stores or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Order/ Contract whether on account of any loss, storage, deterioration or damage before despatch or otherwise, whatsoever.

18.2 Rejected goods or materials shall be removed by the seller/ contractor within a period of 15 days from the date of receipt of notice of such rejection. The expenses to be incurred in respect thereof shall entirely be borne by the seller/ contractor.

19.0 RISKS IN STORES (FOR E & C CONTRACTS)

The seller/ contractor shall perform the Order/ Contract in all respects in accordance with the terms and conditions thereof. The stores and every constituents part thereof, whether in the possession or control of the Seller/ contractor, his agents or servants, or a carrier, or in the joint possession of the seller/ contractor, his agent or servants and the purchaser, his agents or servants shall remain in every respect at the risk of Seller/ contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of offer, until their delivery to a person specified by the purchaser as interim consignee for the purpose of despatch to the consignee. The Seller/ contractor shall be solely responsible for all loss, destructions, damage or deterioration of or to the stores from any cause whatsoever, while the stores after approval by the Inspection Agency are awaiting despatch.

20.0 SHORTAGES/DAMAGES

20.1 FOR SUPPLY PACKAGES

Shortages in sound cases shall be replenished free of cost as early as possible by vendor.

Shortages/ Damages during transit/ handling at site, vendor shall supply replacements as early as possible at old contractual rates upon intimation to vendor within 3 months of receipted LR.

21.0 CONFIDENTIALITY

Seller/ contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalised during the course of execution of the Order/ Contract.

22.0 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

22.1 If the Seller/ contractor fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the

Order/ Contract either in whole or in part or otherwise fails to perform the Order/ Contract or commits any breach of the Order/ Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/ contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/ contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/ contractor's default or breach of Order/ Contract shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to the Seller/ contractor and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ contractor and the Seller/ contractor shall be liable to the purchaser for any excess costs provided that the Seller/ contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Seller/ contractor shall on no account be entitled to any gain on such repurchases.

22.2 Cost of the purchases made by the Purchaser at the risk and cost of the seller/ contractor shall be worked out after levying 30% overheads as departmental charges on the ex-works cost of materials purchased.

23.0 TERMINATION OF THE CONTRACT

23.1 The purchaser shall have the right to cancel the Order/ Contract, wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/ contractor compensation claim shall be settled mutually.

23.2 The purchaser shall also have the right to cancel the Order/ Contract at the risk and cost of the Seller/ contractor in case either the Seller/ contractor himself or any of his representative or agent is found to have been a previous employee of the purchaser immediately before the retirement and has within a period of two years of such retirement accepted the employment of the Seller/ contractor either as a Seller/ contractor or as an employee without having obtained the prior permission of the purchaser.

23.3 In case of cancellation of main supply order/ contract, all other associated orders/ contracts like, mandatory spares/recommended spares/ E & C/ supervision of E & C also get cancelled.

24.0 TRANSFER, SUB-LETTING/ ASSIGNMENT/ SUB-CONTRACTING

24.1 The seller/ contractor shall not sublet, transfer or assign this Order/ Contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of the purchaser. In the event of seller/ contractor sub-letting, transferring or assigning this Order/ Contract or

any part thereof or interest therein or benefit or advantage thereof without such permission, the purchaser shall be entitled to cancel the Order/ Contract and to purchase the stores from elsewhere at risk and costs of the seller/ contractor and the seller/ contractor shall be liable for any loss or damage which the purchaser may sustain in consequence of, or arising out of such risk purchase.

24.2 If the seller/ contractor is an individual or a proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the purchaser is satisfied that the legal representative of the individual seller/ contractor or the proprietor of proprietary concern and in the case of partnership, surviving partners are capable of carrying out and completing the Order/ Contract, the purchaser shall be entitled to cancel the Order/ Contract as to its incomplete and without being in any way liable to payment of any compensation to the estate of seller/ contractor and/or to the surviving partners of the seller's/contractor's firm on account of the cancellation of the Order/ Contract.

24.3 Terms and Conditions shall not get affected in case of merger/ amalgamation/ re-arrangement/ takeover etc.

24.4 The decision of the purchaser that the legal representatives of the deceased seller/ contractor or surviving partners of the seller's/ contractor's firm cannot carry out and complete the Order/ Contract shall be final and binding on the parties hereto.

25.0 **FORCE MAJEURE**

25.1 Notwithstanding anything contained in **clause 14.0**, if at any time, during the continuance of the Order/ Contract the performance in whole or in part by either party, of any obligations under this Order/ Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Order/ Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/ Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of the purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.

25.2 In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

25.3 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall Project schedule and make alternative arrangements for completion of delivery and other schedules.

26.0 **INDEMNIFICATION**

Seller/ contractor shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature arising during the course and out of the execution of this Order/ Contract.

27.0 CONTRACT PERFORMANCE EVALUATION

Performance of the Seller/ contractor in the present Order/ Contract shall be evaluated by the Purchaser as per Performance Evaluation System detailed in Annexure – VII. The Seller/ contractor may be de-listed or put under hold or retained based on the performance in the present Order/ Contract.

28.0 SETTLEMENT OF DISPUTES

28.1 Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by purchaser, subject to written appeal by the Seller/ contractor to the purchaser, whose decision shall be final.

28.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

28.3 The Seller/ contractor shall continue to perform the Order/ Contract, pending settlement of dispute(s).

29.0 ARBITRATION

29.1 In the event of any dispute or difference arising out of the execution of the Order/ Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Seller/ contractor in any manner touching upon the Order/ Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

29.2 In case of order/ contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/ Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

29.3 The cost of the arbitration shall be borne equally by the parties.

30.0 LAWS GOVERNING THE CONTRACT

The Contract including all matters connecting with this contract shall be governed by the ~~Indian Law~~ both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of Indian courts at Delhi/ New Delhi.

31.0 JURISDICTION OF COURT

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

SECTION – “F”

1.0. PRICE SCHEDULE

Name of Package: SUPPLY OF **“FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS:4449:1997 AND EPOXY COATING AS PER BS:7295-1:1990 & BS :7295-2:1990”** UP TO BHEL SITE LOCATED NEAR SAFER, MARIB, YEMEN SITE.

Project: 4X100 MW MARIB GTPS PHASE – II, REPUBLIC OF YEMEN.

Sl. No.	Description	Price (USD.) (In figures and words)
1.1	<p>TOTAL FIRM PRICE inclusive of all prevailing taxes, duties and other levies etc., for Supply FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS: 4449:1997 AND EPOXY COATING AS PER BS: 7295-1:1990 & BS: 7295-2:1990 including Epoxy coating, Sea worthy Export packing and Transportation up to <u>SITE LOCATED NEAR SAFER, MARIB, YEMEN.</u></p> <p><u>(Break-up to be given as at 2.0 of this Section. Total Price indicated in 1.1 should be equal to the total price as calculated in 2.5)</u></p>	

Notes:

- a) Item wise breakup of the Prices shall be as per price format (enclosed). Bidders to quote supply price in **US Dollar** only.
- b) Bidder should note that total price indicated above at 1.1 shall be considered for Price Evaluation and hence should be complete in all respect for the full scope defined and considering all terms and conditions agreed. **However, Price of optional items, if any, shall not be considered for Price Evaluation.**
- c) Any item not included in the price quoted above and shown separately will not be considered.
- d) In case, price indicated above does not match with the break up given at 2.0, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.
- e) **Per MT price quoted shall be applicable for all purposes, i.e. addition, deletion or recovery as the case may be.**
- f) **Third party inspection charges to be included in the quoted price. Names of third party or customer recommended inspection agency shall be intimated later.**
- g) **All applicable taxes and duties including custom duty should be included in the price and shall not be payable extra. GST is not applicable and should not be included in the price.**
- h) Transit Insurance of material from Vendor’s work to Marib site is in BHEL’s scope and the details of same shall be intimated to successful bidder before dispatch of material. **Vendor is to quote transit insurance amount as an optional.**

(Signatures of the Bidder with Name, Designation & Company’s Seal)

2.0. BREAK UP OF PRICE GIVEN IN 1.1 ABOVE

BILL OF QUANTITY FOR SUPPLY OF REINFORCEMENT BARS					
SL. NO.	DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE PER MT (IN USD)	AMOUNT (IN USD)
2.1	FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS: 4449:1997 AND EPOXY COATING AS PER BS: 7295-1:1990 & BS:7295-2:1990 OF FOLLOWING SIZES;				
a	8 mm	MT	164		
b	10 mm	MT	212		
c	12 mm	MT	31		
d	16 mm	MT	488		
e	20 mm	MT	504		
f	25 mm	MT	386		
g	28 mm	MT	22		
h	32 mm	MT	79		
	TOTAL	MT	1886	-----	
2.2	Transportation of Fusion bonded Epoxy coated reinforcement bars from Manufacturer's works up to BHEL site located near SAFER, MARIB, YEMEN and handing over to concerned BHEL authority including all statutory permits, taxes/ challans complete of all costs in all respects.	MT	1886		
2.3	Custom duty as applicable. (Rate of Duty.....)	MT	1886		
2.4	Any other charges not considered above e.g. taxes/ duties/ levies/ Testing or Inspection fees etc.				
2.5	Total of 2.1 to 2.4	MT	1886		
2.6	Transit Insurance (Optional)				

Note:

1. Per MT price quoted shall be applicable for all purposes, i.e. addition, deletion or recovery as the case may be.
2. Any variation in Custom duty shall be on BHEL account.
3. All applicable taxes and duties including custom duty should be included in the price and shall not be payable extra. GST is not applicable and should not be included in the price.
4. Transit Insurance of material from Vendor's work to Marib site is in BHEL's scope and the details of same shall be intimated to successful bidder before dispatch of material. **Vendor is to quote transit insurance amount as an optional.**
5. **Total Price as calculated in 2.5 should be equal to the total price indicated in 1.1**

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURES

No.	DESCRIPTION
I	OFFER SUBMISSION AS PER NIT
II	TERMS & CONDITIONS CONFIRMATION
III	DECLARATION
IV	REVERSE AUCTION FORMAT & TERMS AND CONDITIONS
V	CERTIFICATE OF NO DEVIATION
VI	INTEGRITY PACT
VII	NEFT DETAILS



**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR – NORTHERN REGION
HRDI & PSNR COMPLEX
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (U.P.)**

ANNEXURE - I

(To be filled up by the Bidders)

Ref. No. :

Dated :

M/s Bharat Heavy Electricals Ltd.,
Power Sector Northern Region,
HRDI & PSNR COMPLEX,
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (U.P.)

ATTENTION:

Dear Sir,

1. Having examined the tender documents against your tender Enquiry No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____

_____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and as per the indicated delivery schedule.

2. If the work or any part thereof is awarded to us, we undertake to submit security deposit bank guarantee as per your requirement, within thirty days of receipt of Letter of Intent/ Order/ Contract.

3. We have annexed to this tender the following documents:-

Part-I (Techno Commercial Bid) - in a properly sealed cover

- i/ Complete Techno-Commercial Offer.
- ii/ Agreed Terms and Conditions (Annexure-II).
- iii/ Schedule of Commercial Deviations giving clause references.
- iv/ Schedule of Technical Deviations giving clause references.
- v/ Unpriced copy of Price Schedule using format given by BHEL.
- vi/ Any other documents (Please specify).

Part-II (Price Bid) - in a separate, properly sealed cover, in duplicate in the format given by BHEL.

Thanking you,

Yours faithfully,

Date:

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE - II

AGREED TERMS & CONDITIONS

NOTE: - Suppliers are required to fill in the following details and no column should be left blank

1	Name and Address of the Supplier		
2	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
3	Whether Supplier is a Civil contractor supplying Fusion bonded Epoxy coating on TMT as a principle bidder	Applicable	YES / NO
4	Whether Supplier is a Trader/Stockist supplying Fusion bonded Epoxy coating on TMT as a principle bidder	Applicable	YES / NO
5	Whether Pre-Qualification Requirement (PQR) Criteria is understood and provided proper supporting documents.	Applicable	YES / NO
6	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed and stamped	Applicable	YES / NO
7	Submission of Epoxy coating Procedure as per BS:7295-1:1990 & BS:7295-2:1990	Applicable	YES / NO
8	Submission of Tender Bond as specified in Tender	Applicable	YES / NO
9	Submission of Integrity Pact as per Annexure - VI	Applicable	YES / NO
10	Submission of No Deviation Certificate as per Annexure - V	Applicable	YES / NO
11	Acceptance of Payment Terms as specified in the Tender	Applicable	YES / NO
12	Acceptance of Validity of Offer as Specified in Tender	Applicable	YES / NO
13	Acceptance of Delivery Period as Specified in Tender	Applicable	YES / NO
14	Acceptance of Liquidated Damages (LD) as Specified in Tender	Applicable	YES / NO
15	Submission of Reverse Auction Format as per Annexure - IV	Applicable	YES / NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

Date:

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE – III

DECLARATION

It is hereby declared that the original/ revised* price bids being opened for _____
(Name of Package) for _____ project is complete in all respects and contains prices for complete scope of supply, including tests etc., as per BHEL's requirement. If in the original/revised* price bids where itemised price is not available for any part of scope of supply, including tests, etc., the same should be treated to have been included in our original/revised* price bid. Also revised price bid, if any, even though generally governed by the terms and conditions indicated in the original commercial/Price bid (unless indicated to the contrary), any price discount, if not mentioned specially in the revised price bid, the one mentioned, if any in the original price bid shall be applicable for computing final price.

It is also agreed that no further chance for seeking clarification/confirmation to any missing point will be necessary.

Absence of itemised prices against some items does not mean that they are not included. Even though itemised prices are given for major items, those items which are not specially shown, are also included to meet the entire system as per BHEL requirements.

Signature of authorised Representative

Name and Designation:

Name & Address of the Bidder

Date

Forwarded to:

**M/s Bharat Heavy Electricals Limited
Power Sector – Northern Region
HRDI & PSNR Complex
Plot No. 25, Sector – 16 A
NOIDA – 201 301 (U.P.) India**

(Please delete whichever is not applicable.)

ANNEXURE – IV

REVERSE AUCTION (RA) FORMAT

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed price bid, which will be decided after technical evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case BHEL decides to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

- (a) Name of Designation of official:

- (b) Postal Address (Complete):

- (c) Telephone Nos. (Land line & Mobile both):

- (d) FAX No.:

- (e) E-mail address:

- (f) Name of Place/State/Country, wherefrom he will participate in the RA:

(Signatures of the Bidder with Name, Designation & Company's Seal)

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

1. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
2. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
3. Business rules like event date, time, and Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/scrap the reverse auction process/proceed with conventional mode of tendering.
11. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

Bids-given by the bidders during the Reverse Auction process will be taken as an offer to execute the work. Bids once made by the bidder, cannot be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid

ANNEXURE – V

CERTIFICATE OF NO DEVIATION

TENDER No. : BHEL-PSNR/SCP/CS/YEMEN/E-2473

I/ WE, M/s _____

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE – VI

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 OTHERPART

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 processor 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 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/ PCAAct; 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 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.

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- 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 preliminary qualification.

For & On behalf of the Principal
(Office Seal)
Place-----
Date-----

Witness: _____
(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____
(Name & Address) _____

ANNEXURE – VII

NEFT Application Form

Name of the party

Name of the Bank

Address of the Bank

Party's A/c no

Type of A/c

IFSC CODE

Vendor's E-MAIL ADDRESS

Authorised Signatory

Seal

Note:

1. THE ABOVE DETAILS ARE TO BE SUBMITTED ON THE COMPANY'S LETTERHEAD.
2. THE DETAILS MAY EITHER BE ATTESTED BY YOUR BANKERS OR ACCOMPANIED BY A CANCELLED CHEQUE LEAF WITH IFSC CODE & A/C NO.PRINTED ON IT.
3. UNDERTAKING TO REPORT IMMEDIATELY ANY CHANGES IN THE ABOVE TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD