



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Eastern Region

Plot No. 9/1, Block-DJ, Sector-II, Salt Lake,
Kolkata – 700 091

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E-Tender document no: PSER:PUR:PMX:258(IX):31

Date: 15/6/2016

SUB: TENDER DOCUMENT FOR SUPPLY OF ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112, TO 2 x 660 MW , SURATGARH Site , RVUNL, RAJASTHAN. (15000 MT +/- 30%).

SEALED OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> ONLY BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED FOR **SUPPLY OF ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112 2 x 660 MW , SURATGARH Site , RVUNL, RAJASTHAN (15000 MT +/- 30%) ON 'F.O.R' SITE BASIS.**

BHEL is procuring this cement on behalf of their customer and the same shall be resold to them.

Please find enclosed tender documents as per following details:

Tender document no: **PSER:PUR:PMX:258(IX):31** Date : **15/6/2016** Comprising of following :--

| | |
|----------|---------------------------------------|
| Part – A | Pre-qualification Criteria (PQC) |
| Part – B | General Conditions of contract (GCC) |
| Part – C | Special Conditions of Contract (SCC) |
| Part – D | Terms & Conditions of Reverse Auction |
| Part – E | No Deviation Certificate |
| Part – F | Price Schedule |
| & | Integrity Pact appended with this NIT |

Last date of submission of offer 27/6/2016 (15-00 Hrs).

(Techno-commercial offer shall be opened on same day at 16.00 Hours)

- 1.0 *This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:*

| OFFER DESCRIPTION | DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING |
|-------------------|---|
| TECHNICAL OFFER | 1.Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in |

| | |
|-------------------------------|--|
| | <p>Attachment section).</p> <p>3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section)</p> <p>4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section).</p> <p>5. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section)</p> <p>6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section)</p> <p>7. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section).</p> <p>8. No deviation certificate in bidders letterhead as per format given in Part –F (To be attached in Attachment section).</p> <p>9. Integrity Pact Agreement (Duly signed by the authorized signatory) (To be attached & uploaded in Attachment section).</p> |
| PRE-QUALIFICATION PART | 9. Pre-qualifying documents with all credentials as per PART-A. (To be attached in PQ Attachment section) |
| UNPRICED PRICE BID | 10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per Annexure-I & II. (To be attached in Unpriced bid Attachment section) |
| PRICE BID | 11. Duly filled in Price Schedule as per Annexure-I & II. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from Annexure-I & II, as per tender format, shall not be taken into cognizance for evaluation of offer. |

SPECIAL NOTE:

- A) Offer & documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed.
- B) All documents / Annexures submitted with the offer shall be properly annexed, uploaded and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- C) **Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the aforesaid tender are mentioned below:**

INTEGRITY PACT &

DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM): Shri V.V.R. Sastry, Ex-CMD

Address: 957, 9th Main

3 Stage, 3 Block

Basaveswaranagar

Bangalore- 560079

- 3.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

- 4.0 BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 50:30:20 basis after getting L2/L3/L4 but except H1(except in the case of two qualified bidders) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case L3 bidder is not accepting the L1 price but L2 bidder accepts L1 price then order splitting may be 60:40 amongst L1 & L2 bidders. In case of two qualified bidders BHEL reserves the right of splitting on around 60:40 basis.
- 5.0 You are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
- 6.0 BHEL may decide holding pre-bid conference [PBC] with bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
- 7.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including TCNs, clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 8.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you . Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.
- 9.0 Offers satisfying the Pre-Q criteria and Techno Commercial conditions will be sent for Customer's acceptance and will be considered for further processing based on their approval.**
- 10.0 For any clarification on the tender document, you may seek the same in writing within **23/6/2016**, from the office of the undersigned which will be clarified to all the bidders. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 11.0 While BHEL reserves the right to open the price bid of the offers in camera. The date & time of Price Bid opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder, who may like to attend, shall be allowed.

12.0 BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. As bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse

Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Information and General Terms and conditions of RA is attached in PART-D.

Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know further details about the methodology, they may please contact AGM / PUR or AGM / IT, BHEL, Kolkata.

However, if reverse auction process is not adopted or is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender

13.0The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

14.0The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

15.0The bidder may have to produce original document for verification if so decided by BHEL.

16.0Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.

17.0"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer

| Type under MSME | SC/ST owned | Others |
|-----------------|-------------|--------|
| Micro | | |
| Small | | |
| Medium | | |

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

18.0 Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- i) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- ii) Notice Inviting Tender (NIT)
- iii) Price SCHEDULE – (Part-F)
- iv) Special Conditions of Contract (SCC) – (Part-C)
- v) General Conditions of Contract (GCC) — (Part-B)

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website www.jantermanter.com , www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

19.0 Complete offer to be addressed to, SR. ENGINEER/PURCHASE OR AGM /PURCHASE, BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION, PLOT NO.9/1, BLOCK-DJ, SECTOR-II, SALT LAKE, KOLKATA-700091 clearly mentioning the Tender No. along with latest due date of offer submission.

BHEL RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF. RESPONSIBILITY OF POSTAL/COURIER DELAY SHALL NOT REST WITH BHEL.

for BHARAT HEAVY ELECTRICALS LTD

SR. ENGINEER (PURCHASE)

| Agency | Contact Details |
|--|--|
| BHEL, PSER, Kolkata | Address DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091 |
| | Phone no 033-2321 1496 (D)/ 1690,EPABX – 23216130, 34, 35; Extension – 3222 |
| | FAX no 033-23211960 |
| | E-mail gargi@bhhelpser.co.in |
| MJUNCTION for Training & eprocurement assistance | For e-procurement assistance & training, bidders may contact <i>MJUNCTION helpdesk phone no. 033-66011717 between 9:30 am till 5:30 pm. Also refer to contact nos. mentioned in their website.</i> |

Enclosure

01. Part: A: Pre qualifying Criteria.
02. ANNEXURE-A: Suspension of business dealing with Suppliers
03. ANNEXURE-B: Certificate by Chartered Accountant
04. Declaration for relation in BHEL
05. Format for seeking clarification
06. Integrity Pact Agreement format.(Separate)
07. Tender documents as per this NIT

PART- A

PRE-QUALIFICATION CRITERIA

- 1) THE BIDDER SHOULD BE MANUFACTURER OF ORDINARY PORTLAND CEMENT (OPC GR-43 AS PER IS:8112).
- 2) THE BIDDER SHOULD HAVE INTEGRATED CEMENT PLANT IN INDIA WITH CLINKERISATION FACILITY AND HAVE AN ANNUAL CEMENT PRODUCTION CAPACITY OF 3,00,000 MT (MINIMUM)
- 3) THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF CEMENT (OPC GR-43 AS PER IS:8112) AT POWER PLANT OR ANY OTHER INFRASTRUCTURE PROJECT OR ANY OTHER INDUSTRY IN LAST THREE YEARS AS ON DATE OF SUBMISSION OF TENDER AND BIDDER SHALL HAVE TO SUBMIT PURCHASE ORDER / COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT.
- 4) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL TURNOVER OF **2.1 Cr** DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2015. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2015 IN SUPPORT OF THIS REQUIREMENT.

IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.

IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY THE CHARTERED ACCOUNTANT.

- 5) BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).
- 6) CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL

ANNEXURE-A

| | |
|------|--|
| 1 | Suspension of business dealing with Suppliers Depending upon the gravity of the omission or commission by the Supplier, the Supplier may be either put on hold for future enquiries for specific material category/ item or delisted or banned as detailed hereinafter. |
| 2.0 | Hold A Supplier may be put on hold for future enquiries for specific material category/ items/ works for a specific unit on the basis of one or more of the following reasons: |
| 2.1 | Before placement of order, Supplier does not honour his own offer or any of its conditions within the validity period. |
| 2.2 | In the last three consecutive supplies of a specific material category, average quality rating as at the end of the previous calendar month falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. |
| 2.3 | Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is reached/ exceeded or b) delay period has equaled/ exceeded the original delivery period specified in the contracts whichever among the above is earlier. |
| 2.4 | Supplier performance rating in line with SEARP falls below 60% of the specific material category. |
| 2.5 | Supplier fails to respond against three consecutive tenders. ('Regret letter' from the Supplier is to be considered as response) |
| 2.6 | Supplier fails to settle any outstanding on account of material (including short return)/ scrap or on any other account. |
| 2.7 | Supplier works are under strike/ lockout for a period of more than six months. |
| 3.0 | De-listing A Supplier may be de-listed i.e. removed from the list of registered Suppliers of a Unit for all categories of material on the basis of one or more of the following reasons: |
| 3.1 | Supplier in any way tampers with tendering procedure affecting ordering process. |
| 3.2 | Supplier has misused BHEL documents/ drawings or has breached the confidentiality agreement with BHEL. |
| 3.3 | After placement of order, Supplier fails to execute the contract. |
| 4.0 | Banning A Supplier can be banned from doing any business with all Units of BHEL on the basis of receipt of evidence of one or more of the following reasons: |
| 4.1 | Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or has resorted to unethical, illegal means in getting the contract. |
| 4.2 | In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements. |
| 4.3 | Supplier is found to be involved in cartel formation or in any act so as to influence the bidding process or influence the price. |
| 4.4 | The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc. |
| 4.5 | The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. |
| 4.6 | The Supplier is declared bankrupt, insolvent, has wound up or been dissolved; i.e. ceases to exist for all practical purposes. |
| 4.7 | Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. |
| 4.8 | A decision has been taken by the administrative ministry of the Government to ban business dealings with a Supplier and such decision has been communicated to BHEL. |
| 4.9 | The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect. |
| 4.10 | Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL. |
| 5.0 | Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected. |
| 6.0 | All existing contracts with a 'BANNED' contractor shall normally be short closed |
| 7.0 | Once the order for banning is passed, existing offers/ new offers of the Supplier shall not be entertained. |
| 8.0 | The above guidelines are not exhaustive but enunciate broad principles governing action against contractors |

ANNEXURE-B

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.
- 3.

FORMAT FOR SEEKING CLARIFICATION(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Request for Clarification**Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

| Sl no | Reference clause of Tender Document | Existing provision | Bidder's query | BHEL's clarification |
|-------|-------------------------------------|--------------------|----------------|----------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

PART – B : GENERAL CONDITIONS OF CONTRACT (GCC)

| SL. NO. | BHEL STANDARD TERMS |
|---------|--|
| 1 | <p>Our requirement is for use at 2x660 MW , SURATGARH Site , RVUNL, RAJASTHAN. BHEL is procuring this cement on behalf of their customer and shall be resold to our customer.</p> <p>Offers are invited to submit in two-parts. The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to 15.00 Hours on the said due date.</p> <p><u>If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only & uploaded in the price section.</u></p> |
| 2 | <p>If any vendor sought to quote through their agents/partners, they have to inform to BHEL in advance, before opening date. Other wise the offer will be treated as Unsolicited Offer and same will not be opened".</p> |
| 3 | <p>BHEL keeps its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p> |
| 4 | <p>Tender shall be strictly in accordance with the tender specifications.</p> |
| 5 | <p>Supply for the entire ordered quantity shall have to be made at the ordered rate, as per tentative Delivery schedule mentioned at Cl. No. 11 of GCC, subject to MDCC within the tentative delivery schedule.</p> |
| 6 | <p>No revision in rate shall be entertained after opening of the tenders.</p> |
| 7 | <p>The purchaser shall be under no obligation to accept the lowest or any other tender and shall reserve the right to accept or reject any tender in part or full without assigning any reason, whatsoever.</p> |
| 8 | <p>BHEL reserves the right to split the total required quantity among the bidders. Hence part quantity order shall be acceptable to bidder.</p> |
| 9 | <p>Rate shall be quoted in the price schedule format enclosed under Annexure-II.</p> |
| 10 | <p>TRANSIT INSURANCE Transit insurance from supplier's works/ godown to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier.</p> |
| 11 | <p>DELIVERY : Tentative delivery completion by OCT'16. The tentative monthly break-up is as per Annexure-III and for tendering purposes only. Monthly break-up may be changed by BHEL based upon site progress. Total required Quantity is 15000MT (Fifteen Thousand Metric Ton) $\pm 30\%$ for ORDINARY PORTLAND CEMENT (OPC) Gr-43 as per IS:8112. Bidder shall be responsible to expedite the movement of consignment after same leaves their premises after loading.</p> |

| SL. NO. | BHEL STANDARD TERMS |
|---------|--|
| 12 | <p>Terms of payment :</p> <p>(A) 90% payment would be released after receipt of material at site and submission of following documents:-</p> <ol style="list-style-type: none"> a) Invoice in triplicate / Original Excise Invoice (as applicable) b) Copy of Intimation to Insurance Company c) Copy of Material Dispatch Clearance Certificate issued by BHEL site. d) Guarantee Certificate. <p>(B) Balance 10% payment would be released on submission of following documents:-</p> <ol style="list-style-type: none"> a) Copy of Invoice in triplicate along with Delivery challan b) Copy of store receipt voucher c) Copy manufacturer's test result in original for 7 & 28 days accepted by BHEL/Site. <p>(C) Paying Authority RAO, BHEL Site Office, RRUVNL , SURATGARH.</p> |
| 13 | <p>TAXES & DUTIES : Order shall be subjected to statutory variation of taxes and duties (plus or minus) to the account of BHEL. Any imposition of new / additional Duty / Tax shall be borne by BHEL within the validity of the PO.</p> <p>EXCISE DUTY : The successful bidder will be required to submit Original Excise Invoice cum Gate Pass . The invoice cum excise duty gate pass should show the name of ultimate consignee in the order. It will be assumed by BHEL that offer has been submitted after vendors have made themselves fully aware about the Site condition. The rates quoted shall be firm during the entire duration of the contract i.e. till the supply of quantity against MDCC issued with tentative delivery Schedule as mentioned This is subjected to further limit in quantity as mentioned in the Tender, +/-30%. The rates quoted shall be firm during the entire duration of the contract i.e. till the supply of full ordered quantity. The rate quoted shall include all statutory duties, taxes and other charges</p> |
| 13 | <p>TAXES & DUTIES SALES TAX:BHEL is registered in Suratgarh site vide Registration Numbers PER SCC:-</p> <p>TIN No. (Refer to SCC).Supplier has to indicate break up of Sales Tax charged (Rate and amount) on the face of the invoice. Original VAT Invoice is to be submitted to BHEL .In case BHEL provides documents for concessional sales tax, the supplier has to furnish following documents to Dy. Manager/Finance (Sales Tax), ERHQ:-</p> <ol style="list-style-type: none"> 1) Sale invoice copy 2) Challan copy 3) Copy of consignment note/LR/RR etc. 4) Statement of invoices against which the supplier requires Sales Tax concessional form. <p>i) Only one concessional form will be issued for total supply made during one quarter of financial year.</p> <p>ii) In case BHEL provides documents for Concessional Sales Tax for Interstate sale, the Material will be supplied as sale in Transit under Section 6(2) of CST Act. For which bidder would furnish E1/E2 form to BHEL against C Form issued by BHEL.</p> <p>C Form & Way bill, if required, shall be provided by BHEL.</p> |

| SL. NO. | BHEL STANDARD TERMS |
|---------|---|
| 14 | The purchaser also reserves the right to place a repeat order for additional quantity, at the same rate. |
| 15 | INSPECTION TESTING AT SUPPLIERS WORKS :BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor. BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace at his own cost.No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site. Each consignment will be accompanied by MDCC. |
| 16 | REJECTION :In case any material is found defective or unsuitable at our works/Site after supply, the same shall be subjected to test by third party and the result of the third party test shall be acceptable and binding to the vendor. In case the test results show that the material does not conform to the standards specified, the whole lot shall be rejected, taken back by the vendor and replaced by the acceptable material at vendor's cost. |
| 17 | <p>RISK PURCHASE</p> <ul style="list-style-type: none"> i) The purchaser at his discretion may purchase or authorize the purchase elsewhere without notice to the Seller, on the account and at the risk of the Seller of the 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) without canceling the purchase order in respect of the installments not yet due for delivery. ii) Cancel the purchase order or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the purchase, which shall final, readily procurable) at the risk and cost of the Seller. If the seller had defaulted in the performance of the original order, the Purchaser shall have the right to ignore his tender for the risk purchase even though the lowest where action is taken under clause (i) above the Seller shall be liable, for any loss which the purchaser may incur due to supplier's failure to deliver the stores within the period fixed for such delivery. The Seller shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall be not be necessary for the purchaser to serve a notice of such purchase on the Seller. iii) Any loss suffered by us or any extra expenditure or demurrage, incurred in respect of wrong defective consignment of goods will be recovered from the consignor. |

| SL. NO. | BHEL STANDARD TERMS |
|---------|--|
| 18 | <p>GUARANTEE</p> <p>The material shall be guaranteed for a period of three month from the date of receipt at Site against any manufacturing defects. If any discrepancy noticed during testing, the cement will have to be replaced to Site free of cost. However, test results of third party test i.e. 3/7/28 days shall be final and binding on the vendor. Removal of defective material from our Site shall be arranged by vendor at their own cost failing which BHEL shall arrange disposal at the risk & cost of bidder and subsequent replacement with a fresh acceptable material without jeopardizing project schedule and without any additional cost implication.</p> |
| 19 | <p>TERMINATION OF CONTRACT</p> <p>If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 days NOTICE BY Regd. A.D. post and the tenderer shall comply with the requirement of such notice.</p> |
| 20 | <p><u>PACKING:</u></p> <p>The material should be delivered in original manufacturer's temper proof sealed packing. Packing shall be in non returnable 50 kg bags only.</p> |
| 21 | <p><u>LIQUIDATED DAMAGE (LD) :</u></p> <p>It is to be clearly understood among the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. If the party fails to deliver the stores or any part thereof within the period fixed for delivering the quantity of materials for which Material dispatch clearance certificate has been issued by BHEL/Site, purchaser may without any prejudice to the right of the bidder, make liable to an LD of ½% (half percent) per week of the total value of undelivered portion of the material for which Material dispatch clearance certificate has been issued by BHEL subject to a maximum of 10% (Ten percent) of total order value.</p> |
| 22 | <p>The sealed tenders super scribing tender number and due date should be addressed to AGM / PUR, OR SR. ENGINEER/PUR, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.</p> |
| 23 | <p>The quotation should be valid at least for a period of 03 (Three) months from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.</p> |

| SL. NO. | BHEL STANDARD TERMS |
|---------|---|
| 24 | <p>ARBITRATION :</p> <p>In case of any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.</p> <p>If any dispute or differences of any kind whatsoever shall arise between BHEL and you, arising out of the contract for performance of work whether during progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the engineer who within a reasonable period after being requested shall give written notice of his decision to you. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by you who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.</p> <p>If after the engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to you by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event you being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of BHEL.</p> <p>Subject as aforesaid the provision of the Arbitration Act 1996 (India) or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The work under this contract shall continue to be performed by you during the arbitration proceedings and no payment due or payable to you shall be withheld on account of such proceedings. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.</p> <p>The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator.</p> <p>This contract shall be governed by the Indian Laws for the time being in force</p> |
| 25 | <p>JURISDICTION :</p> <p>All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.</p> |

| SL. NO. | BHEL STANDARD TERMS |
|---|--|
| 26 | <p>FORCE MAJURE</p> <p>This order shall be subject to Force Majeure clause defined as under :</p> <p>The Force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the Contract such as:</p> <p>SRCC, Earthquake, Flood, Acts of God, Acts of any Government, domestic or foreign including but not limited to war.</p> <p>The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderers' performance of his obligation has been delayed for other causes.</p> |
| 27 | <p>CORRESPONDENCE</p> <p>All correspondences should be addressed to :-</p> <p style="padding-left: 40px;">Addl General Manager (PUR) Bharat Heavy Electricals Limited DJ-9/1, Sector-II, Salt Lake City, Karunamoyee, Kolkata – 700 091</p> |
| 28 | <p>"FOR DESTINATION at 2 x 660 MW , SURATGARH Site , RVUNL, RAJASTHAN ON DOOR DELIVERY" means the bidder shall transport the Material and make the Material/Consignment available at BHEL siding at 2 x 660 MW , SURATGARH Site , RVUNL, RAJASTHAN.</p> |
| <u>LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS</u> | |
| (II) | <p><u>LD Clause</u> : Non acceptance of LD clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of LD clause. Ex : If the supplier has accepted for maximum 5% LD clause, then balance 5% will be loaded.</p> |
| (III) | <p>For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.</p> |
| <p><u>Note</u> : The offers not complying the above Terms & Conditions will not be accepted.</p> | |

Note :

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.

**PART-C
SPECIAL CONDITIONS OF CONTRACT**

- 1) **FOR INTRASTATE SUPPLIES ORIGINAL VAT INVOICE IS TO BE SUBMITTED TO BHEL FOR GETTING PAYMENT.**
- 2) DESPATCH CLEARANCE OF REQUIRED QUANTITY OF CEMENT WOULD BE GIVEN BY BHEL/**SURATGARH** SITE. COMPLETE DELIVERY OF THE MDCC QUANTITY SHOULD BE MADE AT SITE WITHIN 30 DAYS FROM DATE OF DESPATCH CLEARANCE (MDCC).
- 3) SITE TEST - SITE TEST OF CEMENT SHALL BE CONDUCTED AS PER **BHEL/CUSTOMER'S** FIELD QUALITY PLAN, BHEL RESERVES THE RIGHT TO CONDUCT NECESSARY TEST AT VENDOR'S WORKS IF REQUIRED.
- 4) THE REPRESENTATIVE OF THE VENDOR SHOULD BE AVAILABLE AT **SURATGARH** SITE WHENEVER REQUIRED AS PER BHEL SITE REQUIREMENT TO PROVIDE SINGLE WINDOW EXPEDITIOUS SERVICE AND QUALITY CHECKS AS PER IS.
- 5) BHEL RESERVE THE RIGHT TO CANCEL THE ORDER IN CASE OF DELAY IN DELIVERY OF CEMENT BY VENDOR AND FAILURE TO COMPLY WITH QUALITY REQUIREMENTS. BHEL ALSO RESERVES THE RIGHT TO PLACE THE ORDER ON THE OTHER BIDDER WHO HAS TAKEN PART IN THIS TENDER. SUBJECT TO HIS COMPLIANCE OF PROCEDURES OF BHEL IN TERMS OF PRICE.
- 6) THE UNLOADING OF MATERIAL WILL BE DONE IN A REASONABLE TIME AT SITE.
- 7) THE CONSIGNEE, CUSTOMER DETAILS SHALL BE AS FOLLOWS:

| DETAILS | CUSTOMER NAME [INVOICED TO] | CONSIGNEE NAME [SHIPPED TO] |
|------------------------|---|---|
| Address Line 1 | BHARAT HEAVY ELECTRICALS LIMITED | BHARAT HEAVY ELECTRICALS LIMITED |
| Address Line 2 | Construction Manager, BHEL Site Office | Construction Manager, BHEL Site Office |
| Address Line 3 | C/o Executive Engineer (Construction Stores Administrative building, 2 x 660 MW TPS Suratgarh | C/o Executive Engineer (Construction Stores Administrative building, 2 x 660 MW TPS Suratgarh |
| Address Line 4 | | |
| Address Line 5 | | |
| PINCODE | 335805 | 335805 |
| STATE | Rajasthan | Rajasthan |
| COUNTRY | INDIA | INDIA |
| TIN.No. | 08232903345 | 08232903345 |
| CST.No. | 08232903345 | 08232903345 |
| ECC | AAACB4146PST005 | AAACB4146PST005 |
| EXCISE REGISTRATION NO | AAACB4146PST005 | AAACB4146PST005 |
| EXCISE RANGE | Range Code-3 | Range Code-3 |
| DIVISION | II | II |
| COMMISSIONERATE | Kolkata | Kolkata |
| IT PAN NO | AAACB4146P | AAACB4146P |

- 8) BHEL SHALL UNDERTAKE TRANSIT INSURANCE.
- 9) GUARANTEE CERTIFICATE TO BE FURNISHED.
- 10) QUALITY OF CEMENT IS ASSOCIATED WITH SHELF LIFE. SHELF LIFE OF SUPPLIED CEMENT SHOULD NOT EXCEED THE LIMIT AS PER IS-SPECIFICATION TAKING INTO CONSIDERATION THE DATE OF MANUFACTURING, TRANSIT TIME AND USE OF CEMENT AT SITE WITHIN 8 WEEKS FROM THE DATE OF RECEIPT AT SITE. BIDDER SHALL ENSURE SUPPLY OF CEMENT AT SITE ACCORDINGLY.

PART-D
Terms & Conditions of Reverse Auction

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 (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (**annexure IV of business rule document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" 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 bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

PART-E

ANNEXURE-I

(Declaration to be furnished by bidder)

NO DEVIATION CERTIFICATE

We hereby confirm that all the terms & conditions of tender No. TENDER NO. **PSER:PUR:PMX:258(IX):31 dated 15/6/2016** is acceptable to us.

Any deviation found at any time hereinafter & during execution of order shall be treated as null and void.

We do not have any objections to splitting the quantity among the different bidders by BHEL.

Price submitted shall be valid for (i) Order within 90 days from the date of opening of price bid and (ii) till the supply of full quantity against MDCCs issued within tentative delivery schedule as mentioned. This will be further limited to quantity as mentioned in tender +/-30%.

As a confirmation of having accepted all the terms and conditions of tender no. **PSER:PUR:PMX:258(IX):31 dated 15/6/2016** terms and conditions mentioned in the tender duly signed and sealed by us have been enclosed with this declaration.

We confirm that rates have been furnished in the price format (Annexure - II).

(Signature of Bidder with seal)

Date :

ANNEXURE-III

| SL. NO. | TENTATIVE DATE OF REQUIREMENT AT SITE | QUANTITY OF CEMENT FOR ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112 (IN MT) PLUS /MINUS 30% |
|----------------|--|--|
| 1 | JULY'16 | 2900MT |
| 2 | AUG'16 | 5300 MT |
| 3 | SEP'16 | 4700 MT |
| 4 | OCT'16 | 2100 MT |
| | TOTAL | 15000 MT |

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 –Independent External Monitor(s)

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

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

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

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

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

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

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

PART- F - UNPRICED PRICE SCHEDULE

ANNEXURE – I

BREAKUP OF NET PRICE PER METRIC TON

| SL. NO. | DESCRIPTION OF ITEM | NET PRICE PER METRIC TON | UNIT OF MEASUREMENT | QTY | TOTAL PRICE |
|---------|---|-----------------------------|---------------------|-------|-----------------------------|
| 1 | 2 | 4 | 5 | 6 | (7)=(6)X(4) |
| 1 | ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112 | UNQUOTED (BEING AUTOFILLED) | METRIC TON | 15000 | UNQUOTED (BEING AUTOFILLED) |

NOTE:

1. QUOTED "NET PRICE PER METRIC TON" (COLUMN NO.3) SHALL INCLUDE ALL STATUTORY DUTIES, TAXES AND ALL OTHER CHARGES AND AS F.O.R. DESTINATION AT 2 x 660 MW , SURATGARH Site , RVUNL, RAJASTHAN (15000MT +/-30%).
2. ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS
3. BREAKUP TO BE GIVEN IN ANNEXURE-II.
4. BHEL WOULD UNDERTAKE TRANSIT INSURANCE, FOR MATERIAL TRANSPORTED BY THE BIDDER AND MADE AVAILABLE AT BHEL'S SIDE on FOR site basis.
6. THE QUOTED RATE SHALL REMAIN CONSTANT DURING VALIDITY PERIOD OF OFFER & SUPPLIES.
5. WHILE QUOTING BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THIS TENDER INCLUDING GENERAL TERMS & CONDITIONS (PART - B) AND SPECIAL TERMS & CONDITIONS. (PART - C)
8. BHEL SHALL PROVIDE CONCESSIONAL SALES TAX I.E. 'C' FORM FOR INTERSTATE SALE AS APPLICABLE.
6. BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE OR INTRASTATE SALE IN THEIR OFFER, & SHALL QUOTE IN CORRESPONDING CST / VAT IN ANNEXURE-II.

E-TENDER REFERENCE NO.PSER:PUR:PMX:258(IX):31

Date : 15/6/2016

**PART- F - UNPRICED PRICE SCHEDULE
ANNEXURE – I I**

BREAKUP OF NET PRICE PER METRIC TON

| SL. NO. | DESCRIPTION OF MATERIALS | BASIC PRICE PER MT | EXCISE DUTY PER MT (in %) | EXCISE DUTY PER MT (AMOUNT) | CST PER MT (in %) | VAT PER MT (in %) | SALES TAX /VAT PER MT (AMOUNT) | FREIGHT & ANY OTHER CHARGES PER MT | TOTAL NET PRICE (F.O.R. DESTINATION) PER MT |
|---------|--|--------------------|----------------------------|-----------------------------|--------------------|--------------------|--------------------------------|------------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | (10)=(3)+(5)+(8)+(9) |
| 1 | ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112 | | | | | | | | UNQUOTED (BEING AUTOFILLED) |

Note :

1. Bidder should fill all the columns with quoted/ not quoted & mention the percentages of CST/VAT & EXCISE DUTY if applicable & the components on which they are levied, except autofilled Col(10). Bidders may also note that either Col(6) OR Col(7) should be Non-Zero while the other should be zero depending on nature of sale (VAT Or CST).

2. BHEL shall provide Concessional Sales Tax 'C' form for Interstate Sale, as applicable

3. Evaluation shall be on F.O.R Destination basis on COL (10) above.

5. Way Bill shall be arranged by BHEL

6. No liability of Entry tax on bidder

7. BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 50:30:20 basis after getting L2/L3/L4on bidders acceptance of the counter offered L1 price, but except H1(except in the case of two qualified bidders) . Sequence of counter offer shall be as per their respective ranking. In case L3 bidder is not accepting the L1 price but L2 bidder accepts L1 price then order splitting may be 60:40 amongst L1 & L2 bidders. In case of two qualified bidders BHEL reserves the right of splitting on around 60:40 basis

PART- F - PRICE SCHEDULE

ANNEXURE – I

BREAKUP OF NET PRICE PER METRIC TON

| SL. NO. | DESCRIPTION OF ITEM | NET PRICE PER METRIC TON | UNIT OF MEASUREMENT | QTY | TOTAL PRICE |
|---------|---|--------------------------|---------------------|-------|-------------|
| 1 | 2 | 4 | 5 | 6 | (7)=(6)X(4) |
| 1 | ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112 | | METRIC TON | 15000 | |

NOTE:

1. QUOTED "NET PRICE PER METRIC TON" (COLUMN NO.3) SHALL INCLUDE ALL STATUTORY DUTIES, TAXES AND ALL OTHER CHARGES AND AS F.O.R. DESTINATION AT 2 x 660 MW , SURATGARH Site , RVUNL, RAJASTHAN (15000MT +/-30%).
2. ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS
3. BREAKUP TO BE GIVEN IN ANNEXURE-II.
4. BHEL WOULD UNDERTAKE TRANSIT INSURANCE, FOR MATERIAL TRANSPORTED BY THE BIDDER AND MADE AVAILABLE AT BHEL'S SIDE on FOR site basis.
6. THE QUOTED RATE SHALL REMAIN CONSTANT DURING VALIDITY PERIOD OF OFFER & SUPPLIES.
5. WHILE QUOTING BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THIS TENDER INCLUDING GENERAL TERMS & CONDITIONS (PART - B) AND SPECIAL TERMS & CONDITIONS. (PART - C)
8. BHEL SHALL PROVIDE CONCESSIONAL SALES TAX I.E. 'C' FORM FOR INTERSTATE SALE AS APPLICABLE.
6. BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE OR INTRASTATE SALE IN THEIR OFFER, & SHALL QUOTE IN CORRESPONDING CST / VAT IN ANNEXURE-II.

E-TENDER REFERENCE NO.PSER:PUR:PMX:258(IX):31

Date : 15/6/2016

**PART- F - PRICE SCHEDULE
ANNEXURE – I I**

BREAKUP OF NET PRICE PER METRIC TON

| SL. NO. | DESCRIPTION OF MATERIALS | BASIC PRICE PER MT | EXCISE DUTY PER MT (in %) | EXCISE DUTY PER MT (AMOUNT) | CST PER MT (in %) | VAT PER MT (in %) | SALES TAX /VAT PER MT (AMOUNT) | FREIGHT & ANY OTHER CHARGES PER MT | TOTAL NET PRICE (F.O.R. DESTINATION) PER MT |
|---------|--|--------------------|----------------------------|-----------------------------|--------------------|--------------------|--------------------------------|------------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | (10)=(3)+(5)+(8)+(9) |
| 1 | ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112 | | | | | | | | |

Note :

1. Bidder should fill all the columns except autofilled Col(10). Bidders may also note that either Col(6) OR Col(7) should be Non-Zero while the other should be zero depending on nature of sale (VAT Or CST).

2. BHEL shall provide Concessional Sales Tax 'C' form for Interstate Sale, as applicable

3. Evaluation shall be on F.O.R Destination basis on COL (10) above.

5. Way Bill shall be arranged by BHEL

6. No liability of Entry tax on bidder

7. BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 50:30:20 basis after getting L2/L3/L4 ...on bidders acceptance of the counter offered L1 price, but except H1(except in the case of two qualified bidders) . Sequence of counter offer shall be as per their respective ranking. In case L3 bidder is not accepting the L1 price but L2 bidder accepts L1 price then order splitting may be 60:40 amongst L1 & L2 bidders. In case of two qualified bidders BHEL reserves the right of splitting on around 60:40 basis