



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT

Enq No.: PE/PG/KG1/E-4767/2015

NIT

DATE. 15.04.2015

DUE DATE
MAY 14, 2015
02.00 P.M.

Subject: Tender Enquiry of **AIRCONDITIONING SYSTEM** as per Technical Specification No. PE-TS-410-553-A001 for 1X800 MW TSGENCO KOTHAGUDAM TPP.

BHEL invites offers from reputed Vendors (Refer pre-qualifying requirements and other requirements given in tender enquiry letter uploaded on our websites www.bhelpem.com, www.bhel.com & CPP portal (www.eprocure.gov.in)) for design, engineering, manufacture, supply /procurement, inspection and testing at vendor's / sub vendor's / manufacturer's works, painting, forwarding, proper packing and shipment and delivery at site, unloading, handling & transportation, storage, preservation, security / safety at site, Erection & Commissioning, minor civil & structural (as applicable) works as required on FOR site basis, Performance and guarantee testing / performance testing and handing over to BHEL's customer of **AIR CONDITIONING SYSTEM** as per details in different sections / volumes of this specification for **1X800 MW KOTHAGUDEM TPS at KOTHAGUDEM, TELANGANA**. Detailed scope of work & equipment details shall be as per technical specification & other details hosted on BHEL website.

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC, Rev. 06 in quintuplicate (5 sets), in sealed covers for the below mentioned equipment/system.

Item Description - AIRCONDITIONING SYSTEM		
Sl. No.	Project	TECHNICAL SPECIFICATION NO.
1.	1X800 MW TSGENCO KOTHAGUDAM TPP	PE-TS-410-553-A001

Your best quotation/offer for the above requirement, in line with our terms and conditions, should either be delivered in person or sent by COURIER/REGISTERED POST, to the following address only:

Tender Box, Tender Room, Ground Floor, PPEI Building
(behind Reception Desk)
C/o Rajeev kumar Sharma, Engineer, PG-II-2,
M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301,U.P.,INDIA

E-MAIL:rajeevsharma@bhelpem.co.in; ashishgupta@bhelpem.co.in
Ph. No. +91-120-4213582, 4213523

It shall be the responsibility of the bidder to ensure that the tender is delivered on or before the due date by 02:00 PM (IST). The offer has to be deposited in tender box only. Part-I bids shall be opened at 03:00 PM (IST) on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Please reply to:
PEM -Power Sector
PPEI Building,
HRD & ESI Complex,
Plot-25, Sector-16-A
NOIDA - 201301

Phone: 0120-4213582, 4213523
Fax : 0120-4329026
email : rajeevsharma@bhelpem.co.in
ashishgupta@bhelpem.co.in

Regd. Office:

BHEL House
Siri Fort
New Delhi - 110049



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TERMS AND CONDITIONS: Please refer GCC Rev-06 which is available on www.bhelpem.com. Bidders are requested to kindly download the same. Bidders are advised to go through the same while submitting the offers.

1. Enquiry No., due date etc. must be legibly super-scribed on the sealed envelopes as per clause no. 2.0 of "Instructions to Bidders" of GCC, Rev. 06.

2. Offers should be submitted in two parts in two separate sealed covers as follows:

Part-I: TECHNO-COMMERCIAL BID Part-II: PRICE BID

For detailed instructions, please see clause no. 2.0 of "Instructions to Bidders" of GCC Rev. 06.

3. Bidders to note that following forms the part of Tender Documents :

- General Conditions of Contract (GCC) Rev 06
- Technical Specifications No. PE-TS-410-553-A001
- Price format & Special Conditions of Contract (SCC, Rev-00)
- Financial PQR, Technical PQR.
- NIT CONDITIONS

Bidders to note that offers shall be submitted strictly in accordance with the requirements of the above Tender Documents & all the above Tender Documents shall automatically become the part of the Order/Contract after its finalisation.

4. Standard pre-printed Terms & Conditions of the tender shall not be considered valid.

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. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment/Items will be dispatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).

8. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be N.I.T. covering letter/ SCC/ GCC terms as per clause no. 35.0 of GCC Rev06.

9. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address :

Mr. Rajeev Kumar Sharma, Engineer, PG-II-2
M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex, Plot No 25,
Sector-16 A, Noida-201301,U.P.,INDIA
E-MAIL: rajeevsharma@bhelpem.co.in
Ph. No. +91-120-4213582

Sh. Akash Verma, Engineer, PG-II-2
M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex, Plot No 25,
Sector-16A,Noida-201301,U.P.,INDIA
E-MAIL: akashverma@bhelpem.co.in
Ph. No. +91-120-4368960

10. INSTRUCTIONS REGARDING CENTRALISED TENDER ROOM:

- a. Bidders best quotation/offer containing Part-I & II offers in separate covers, preferably cloth lined envelopes, properly marked Enquiry No, due date and time, should either be delivered in person or sent by COURIER/REGISTERED POST, to the following address only:

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M/s. Bharat Heavy Electricals Ltd.,
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- b. The dispatch department shall not accept any tender in torn condition and return the same with the Stamping "Returned to Sender-Package Damaged". Offers in damaged condition will not be considered and no request for extension on this account will be considered.
- c. Bidder's representative shall deposit the offer in tender box only.
- d. Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- e. Bidder shall not be allowed to carry mobile/camera/ laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening.
- f. Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
- g. Please ensure tender submission, minimum 1 hour before scheduled tender opening time. Late tenders shall not be accepted.
11. Bidder is requested to quote their best competitive prices. "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All 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.
- Terms and Conditions of Reverse Auction shall be as per attached annexure-I.
12. Delivery Schedule :
Supply: Within Nine (09) months from LOI.
- First submission of All Drawing/docs. shall be as per Master Drawing List mentioned in Annexure-VII of Technical Specification. subsequent resubmission shall be within 7 days.
- E&C: Within Four (04) months from Site clearance.
- Site Clearance is "Date for which site informs for mobilization shall be date of site clearance".
- Mandatory Spares shall be delivered along with the last consignment of main supply within the contractual delivery period.
13. Pre-Qualifying Requirement :
- Bidders who fulfil TECHNICAL & FINANCIAL PRE-QUALIFICATION REQUIREMENT CRITERIA are eligible to participate in this tender.
- Bidders are requested to provide the details as per "TECHNICAL AND FINANCIAL PRE-QUALIFYING REQUIREMENTS". Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.**
14. CIF is not available for this Package.
15. "Bidders to note that Deviations (if any) are to be listed only in 'Annexure II: Deviation Sheet' of GCC Rev. 06. Any deviation mentioned or shown separately or found hidden in offer, will not be taken cognizance of".

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16. **Total erection & commissioning charges including service tax should be minimum 20% of the total quoted package (excluding mandatory spares but including all taxes & freight), failing which the break-up of price shall be adjusted accordingly for ordering.**
17. Bidder to note that this is a conditional Open Tender enquiry and the price bid (Part-II) opening/RA participation shall be subjected to following criterion:
 - a. Approval of bidder by Customer
Approval shall be taken up by BHEL with customer based on the credentials/reference list. Hence Bidders are requested to submit the following (as part of their credentials) on or before Part-I opening/due date:-
 - Company Profile
 - Recent Purchase orders copies
 - Reference list indicating PO details, customer name, PO date, execution date etc.
 - Performance certificate issued by the clients.
18. The bidders (who are not registered with BHEL-PEM) to **Download the Supplier Registration Form (SRF) from www.bhel.com and <http://www.bhelpem.com/Vendor%20Corner.aspx>** and submit the same duly filled in along with credentials- experience list, performance certificates and other statutory data to our Vendor Development section with intimation to us.
19. Foreign bidders quoting along with their Authorised Indian associates to comply with BHEL corporate circular AA:MM:AGENCY dated 06th August 2010 for the guidelines regarding dealings with Indian agents of Foreign bidders (as enclosed).
20. Indian bidders/Foreign Bidders for Indigenous Items have to quote freight charges in percentage of their quoted Total Ex-works prices.
21. Evaluation will be done on overall L1 (Total cost to BHEL) basis with necessary loadings as applicable.
22. All corrigenda, addenda, amendments, time extensions, clarifications, etc to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.bhelpem.com) only. Bidders should regularly visit websites to keep themselves updated.
23. The offers of the bidders who are on the banned list & also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com
24. Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the "HSE Plan for Site operations by subcontractor" (Document No. HSEP:14 Rev00)
25. Vendors are required to submit BGs to executing agencies, which is BHEL PS-SR, Chennai in this case. BGs should be in favour of BHEL PS-SR, Chennai in place of PEM, as given in BG format in GCC.
26. Integrity pact shall be applicable for this Contract, which is available in Annexure-IX of GCC Rev06.
27. Prices shall remain firm till completion of Contract.
28. **For limitation on payment, percentages of individual items/equipments, as specified in the appendix-A2 of Technical Specification shall be applicable.**
29. Please note that detailed offers are to be submitted including the following documents:
 - Acceptance of GCC Rev.06

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email : rajeevsharma@bhelpem.co.in
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Regd. Office:

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New Delhi - 110049

(Signature)



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- Acceptance of Special Conditions of Contract (SCC) of the project
- Pre-qualifying Requirements (PQRs) along with supporting documents
 - ❖ FINANCIAL PQR
 - ❖ TECHNICAL PQR
- Technical and commercial deviations as per Annexure-II of GCC Rev. 06 only, if any
- A copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed
- Un-Priced price schedule (format) duly filled in 'Quoted' or 'Q' in each column/row.
- Separate sealed price-bid envelope mentioning Enquiry No., Name of the project/package and Name of bidder in BOLD LETTERS on the top of envelope.

NOTE: In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.

Thanking You.

Yours faithfully,
For and on behalf of BHEL

Raj
15.04.15
RAJEEV KUMAR
(ENGINEER/PGII-2/BHEL-PEM)

Enclosures:

1. Enquiry Letter along with Terms & Conditions (this letter)
2. Technical Specification No. PE-TS-410-553-A001
3. General PQR
4. Financial PQR
5. Technical PQR
6. Price format/schedule (Prices should be quoted strictly in this format only).
7. SCC Rev00 of 1X800 MW TSGENCO KOTHAGUDAM TPP.
8. SRF (<http://www.bhelpem.com/Vendor%20Corner.aspx>)
9. HSE Guidelines.
10. Annexure-I for RA Guidelines
11. Integrity pact
12. BHEL corporate circular AA:MM:AGENCY dated 06th August 2010

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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) 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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

POWERTEC ENGG. PVT
LTD, CHENNAI

BHARAT HEAVY
ELECTRICALS LTD, PSSR,
CHENNAI

KARNATAKA POWER
CORPN LTD, STAGE II,
CHP

VOLUME - I

GCC, SCC &
INT. PACT

SECTION - 3

HSE

SECTION - 3: HSE REQUIREMENTS

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POWERTEC ENGG. PVT.
LTD, CHENNAI

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SECTION - 3

HSE

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POWERTEC ENGG. PVT. LTD, CHENNAI	BHARAT HEAVY ELECTRICALS LTD, PSSR, CHENNAI	KARNATAKA POWER CORPN LTD, STAGE II, CHP	VOLUME - I	GCC, SCC & INT. PACT
			SECTION - 3	HSE

A. HSE REQUIREMENTS

1.0 VENDOR TO ENSURE COMPLIANCE OF THE FOLLOWING HEALTH RELATED POINTS

- 01 Sub-Vendor to identify nearest hospital for health check up of his staff and workers and intimate BHEL site office & PSSR Hqrs including the telephone numbers.
- 02 Pre employment medical check up and fitness certificate of employees shall be produced
03. To arrange for occupational health check up / screening of Vendor's staff and Workers engaged in sub contracting activities. In this, Category of workmen such as welders, gas cutters, grinders, radiographers, crane operators are to be given exclusive attention in respect of health screening
04. Sub-Vendor to arrange an ambulance vehicle or emergency vehicle on a continuous basis to meet any emergency situation arising at site work in which his staff and workers are engaged.
05. To provide appropriate facilities for prompt first aid treatment of injuries and illness at work. One first aider for each sub Vendor to be provided. First aider should undergo training on first aid from a recognized body.
- 06 To provide filtered drinking water at selected place in a clean container.
- 07 To comply with all applicable legislations /regulations in respect of health management and in line with HSE. Policy of PSSR (list of applicable legislation / regulations and HSE policy to be obtained from BHEL).

2.0 VENDOR TO ENSURE COMPLIANCE OF THE FOLLOWING SAFETY RELATED POINTS

- 01 **Personnel Protective Equipment (PPES)**: required number of following PPES (confirming to relevant IS standards) to be made available to workmen at site and ensured that they are used
 - Helmet
 - Safety goggles and face shields
 - Welding face shields
 - Safety belts for working at heights
 - Safety shoes
 - Ear plugs and ear muffs
 - Rubber gloves and mats for LT / HT electrical works
 - Gum boots & aprons
 - Dust and fume masks
 - Other items as required by BHEL site
- 02 Sub Vendor to liaise with nearest fire station and get contact telephone number and Contact person to meet any emergency.
- 03 To provide appropriate fire fighting equipment at designated work place and to provide fire fighting training to selected persons in his group of workmen to meet emergencies.

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POWERTEC ENGG PVT LTD, CHENNAI	BHARAT HEAVY ELECTRICALS LTD, PSSR, CHENNAI	KARNATAKA POWER CORPN LTD, STAGE II, CHP	VOLUME - 1 SECTION - 3	GCC, SCC & INT. PACT HSE
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- 04 To provide adequate number of 24 V Power Supply points to work in a confined / constrained and enclosed space
- 05 All Power Tapping points / Switch Boards / Power & Control Cabling should fulfil required electrical safety aspects as per relevant IS standard and Indian Electricity Rules
- 06 ELCB's (Earth Leak Circuit Breakers) at all electrical distribution points to be provided and all the electrical appliances shall be connected to them
- 07 Red and white caution tape of proper width (1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavated area, temporary electrical installations etc.
- 08 To provide sub-vendors company logo or clothing to all staff and workers for identification including identity cards with photographs approved by BHEL Electrician shall possess required license and wear red helmet
- 09 High pressure and structural welders to be identified with colour clothing and to display copy of welders certificate with photographs of welder at the work place. They also should be in possession of valid welding procedure.
- 10 To display safe handling procedure for all chemicals such as lube oil, grease, sealing compound, kerosene, diesel etc. at stores & respective work place.
- 11 Vendor should authorise a person at site to stop work if there is a unsafe work noticed as per his knowledge
12. Fitness for use of erected scaffolding to be certified by the Vendors approved scaffolder and the certificate should be displayed on the scaffolding itself. If the scaffolding is unsafe, the same will not be used. The certificate to be updated daily. The scaffolding to be made as per the relevant IS standard.
- 13 For making platform on the scaffolding proper thickness and size of the plank of required quality wood to be used. The safe working load of the platform to be displayed on the scaffolding itself. Proper use of platform to be explained, to the user. Wherever fire hazard exists, use of wooden planks and coir ropes shall be avoided.
14. All plant equipment should have inspection / test report before put in to use
15. All T&Ps should be of reputed brand and having quality and test certificates
- 16 All IMTE's should have valid calibration certificate from recommended authorized institutions / testing lab and these should be in place.
- 17 All lifting tackle and plant equipment should have safe working load certificate issued by competent person.

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PSSR-BOP-01/0910 Dt. 20.05 2009	TENDER SPECIFICATION FOR CHP	2	20.05.2009	MP	NB	CK	

1
PSSF
Dt.

POWERTEC ENGG. PVT. LTD, CHENNAI	BHARAT HEAVY ELECTRICALS LTD, PSSR, CHENNAI	KARNATAKA POWER CORPN LTD, STAGE II, CHP	VOLUME - I	GCC, SCC & INT. PACT
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18. The right worker should be deployed for right job and the resume of Site in charge, supervisors, and key workers to be submitted before commencement of work
19. Sub-Vendor should submit Inspection / Testing Matrix of all T&Ps and to be approved by BHEL
20. Sub-Vendor to display safety slogan, safety board, caution boards wherever required in consultation with BHEL.
21. Sub-Vendor to provide gas detectors of reputed make at desired locations as per the directions of BHEL
22. Sub-Vendor to conduct emergency mock drills in respect of first aid / fire accident / artificial respiration / human being evacuation under emergency situations etc. One set of drill per 6 month to be conducted & and report submitted to BHEL
23. Safe handling and storing of all equipment / materials with adequate space to be ensured.
24. Sub Vendor should deploy a qualified safety officer till the completion of the project. All safety officers and safety coordinators shall wear green helmet and green shirts.
25. Sub Vendor to comply the safety reporting procedure of BHEL:

This includes reporting of accidents / incidents, first aid injuries, property damages, man days lost due to lost time injury, fatal, non - fatal and computation of safety indices such as frequency rate, severity rate & incident rate. Sub Vendor also should follow additional safety requirements that may arise in future as a result of improvements in the safety management system
26. Sub Vendor to identify probable emergency situations such as electric shocks to workmen, caving in of shored earth, fall from height, collapse of scaffolding fire etc., and should have clear emergency action plan to overcome them. Sub Vendor to take required guidance from BHEL in this regard.
27. Sub Vendor to identify hazardous activities which he may carry out and should train his workmen in those activities with the relevant operation control procedures. Sub Vendor to take required guidance from BHEL in this regard
28. Safe, work permit system to be followed while working in confined space / near electric systems
29. To comply with all applicable legislations / regulations in respect of safety management and in line with HSE policy of PSSR (list to be obtained from BHEL)
30. While removal of existing arrangements, such as removal of hand rails and floor grills, there shall be prior approval / intimation from main plant Vendor / BHEL.
31. LPG gas cylinders should not be used for construction activities.

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			SECTION - 3	HSE

3.0 VENDOR TO ENSURE COMPLIANCE OF THE FOLLOWING ENVIRONMENT RELATED POINTS

1. Housekeeping sub Vendor to carry out daily housekeeping of work areas / stores through a check list prepared in consultation with BHEL.
2. Sub Vendor shall adopt pollution prevention / reduce / control approach in all his site activities. This shall include
 - a. Transporting of oil / chemical from stores to site safely without causing spillage. In case of any spillage, the area shall be cleaned and the remnant spilled oil disposed off to a safe place identified for such disposal.
 - b. To use required containers / cans / safety gadgets / appliances for transporting and for usage of oil / chemicals at site
 - c. To use required number of scrap / waste collection bins.
3. Sub Vendor shall arrange for segregation / collection of scraps and dispose off to the identified place meant for scrap collection
4. Sub Vendor to adopt good erection practices / procedures with the objective of reduction of waste generation / rework / resource and energy conservation.
5. To comply with all applicable legislations / regulations in respect of environment and in line with HSE policy of PSSR (list to be obtained from BHEL)

4.0 OTHER HSE REQUIREMENTS TO BE COMPLIED BY SUB VENDOR

1. Sub Vendor to clearly understand and implement the HSE policy of PSSR with a commitment to comply the requirements of the policy.
2. Sub Vendors to arrange for daily meeting of their supervisors and work force before they disperse for their daily planned activities where in the relevant health , safety and environment aspects of the job and use of PPES are explained
3. Sub Vendor to conduct monthly HSE meeting (internal) and submit the report to BHEL. They also should attend the monthly HSE meeting conducted by BHEL and comply to all points raised by BHEL.
4. HSE slogans to be displayed in a proper board - hoarding at designated places in consultation with BHEL
5. Sub Vendor to submit a structured programme for HSE training & occupational health screening of their workforce before the commencement of the work at site.
6. To comply all the statutory requirements as applicable while implementing HSE management system
7. Sub Vendor to complete the management programmes improvement activities and follow all the relevant operation control procedures while executing the sub Vendor works.

Tender No.	Description	Rev. No.	Date	Prepared By	Checked By	Approved By	Page 13 of 266
PSSR-BOP-01/0910 Dt. 20.05.2009	TENDER SPECIFICATION FOR CHP	2	20.05.2009	MP	NB	CK	

Corporate Materials Management
BHEL New Delhi

AA:MM:Agency
Dt. 06.08.2010

Guidelines regarding dealings with Indian Agents of Foreign Suppliers

1. BHEL shall deal directly with the foreign original equipment manufacturers (OEM)/ Foreign Principal, for all its purchases which are imported.
2. Wherever the foreign OEM/ principal desires to avail the services of an Indian Agent, the dealings with Indian Agents are to be regulated. The guidelines of BHEL in this regard have been drafted as per CVC circular no. 007/VGL/033 dated 04.12.2007.

Definition of Indian Agent

3. An Indian Agent of foreign principal is an individual, a partnership, an association of persons, a private or public Company, that carries out specific obligation(s) towards processing of BHEL tender or finalization or execution of BHEL's contract on behalf of the foreign supplier.

Recommendations

4. All NITs shall have the following terms regarding Indian agents of foreign principals:
 - i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
 - ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
 - iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
 - iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
 - v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
 - vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
 - vii. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure -'A' shall apply in all such cases.

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viii. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

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Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

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This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

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Details

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0 ✓	Products/ Systems / Services being considered for
2.0 ✓	General Information
2.2 ✓	Name of Chief Executive
2.3 ✓	Details of authorized signatory
3.0 ✓	Ownership Information
3.1 ✓	Type of firm
3.2 ✓	Nature of Business <ul style="list-style-type: none"> • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies
3.3 ✓	Year of establishment
3.4 ✓	Year of commencement of business
4.0 ✓	Registration particulars
4.1 ✓	Permanent Account No.
4.2 / 4.3 ✓	Sales Tax / TIN no
4.6 ✓	Service tax no. (in case of E&C)
5.0 ✓	Organisational strength
6.0 ✓	Other particulars
6.1 ✓	If the company is already registered with other units
6.2 ✓	Directors/ Partners, if related to any BHEL Employee
6.9 ✓	If any Ex BHEL Personnel employed by the Company
6.12 ✓	Details of pending legal issues with BHEL
6.13 ✓	Bank Account information
9.0 ✓	Financial information
9.6 ✓	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)

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	<p align="center">PROJECT ENGINEERING MANAGEMENT</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. 06</p>	<p align="center">ANNEXURES (wef from 01-03-2014)</p>
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ANNEXURE– IX

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.

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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

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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 & 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

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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.

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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

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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
(Office Seal)

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

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____