



Ref. Enquiry No.: PE/PG/OP1/E-4773/2015 DATED 15.04.2015

<b>DUE DATE</b>
<b>14.05.2015</b>
<b>BY 10.00 AM (IST)</b>

Dear Sir,

**Subject: Tender Enquiry for "GENERATOR CIRCUIT BREAKER" for 2X660MW IB TPS BANHARPALLI UNITS 3 & 4 PROJECT.**

BHEL INVITES OFFERS FROM REPUTED VENDORS (REFER PRE-QUALIFYING REQUIREMENTS AND OTHER REQUIREMENTS GIVEN IN TENDER ENQUIRY LETTER, HOSTED/UPLOADED ON BHEL WEBSITE WWW.BHELPEM.COM & WWW.BHEL.COM) FOR **GENERATOR CIRCUIT BREAKER** AS PER DETAILS IN DIFFERENT SECTIONS OF THIS SPECIFICATION FOR **2X660MW IB TPS BANHARPALLI UNITS 3 & 4 PROJECT.**

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC, Rev. 06 in three (3 sets), in sealed covers for the under mentioned equipment/system.

Item Description – GENERATOR CIRCUIT BREAKER		
Sl. No.	Project	TECHNICAL SPECIFICATION NO.
1	2X660MW IB TPS BANHARPALLI UNITS 3 & 4	PE-TS-391-510-E001 REV.0

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** or **SPEED POST**, to the following address only:

Enquiry Ref No:- PE/PG/OP1/E-4773/2015 dated 15.04.2015  
Tender Box, Tender Room, Ground Floor, PPEI Building  
(behind Reception Desk)  
C/o HASEEN AHMED, DY.MGR, PG-II-1/ Mr. B.L. BEDI, DGM, PG-II-1  
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: [haseenahmed@bhelpem.co.in](mailto:haseenahmed@bhelpem.co.in) / [blbedi@bhelpem.co.in](mailto:blbedi@bhelpem.co.in)  
Ph. No. +91-120-4368729/+91-120-4368774;

It shall be the responsibility of the bidder to ensure that the tender is delivered on or before the **due date by 10:00 A.M. (IST)**. **The offer has to be deposited in tender box only**. Part-I bids shall be opened at **11:30 A.M. (IST)** on the due date in the presence of authorized representatives of the bidders, who may like to be present.

**Note:** Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price. The actual price is to be filled in separately and submitted in sealed price bid as mentioned in enquiry terms and conditions under.

**Important Note to be considered by all bidders:**

The offers of the bidders who are on the banned list as 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 web site [www.bhel.com](http://www.bhel.com)



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**ENQUIRY TERMS AND CONDITIONS:**

Please refer GCC rev-06 which is available on <https://www.bhelpem.com/Information.aspx>. Bidders are requested to kindly download the same. Bidders are requested to go through the same while submitting the offer.

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 i.e. 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 shall submit their offers (in 3 set) meeting the requirements of the following tender documents (enclosed) indicated in GCC, Rev. 06 and other Terms and Conditions included in this Enquiry Letter:  
a. **ANNEXURE-I:** To be furnished by the Bidders.  
b. **ANNEXURE-II:** To be furnished by the Bidders
4. Bidders to note that following form the part of tender documents:  
a. General Conditions of Contract (GCC) Rev 06.  
b. Technical Specifications.  
c. Price format & Special Conditions of Contract (SCC) Rev.00.  
d. Financial PQR & Technical PQR.  
e. NIT Conditions  
f. Any other document enclosed with NIT.
5. Bidders to note that offers shall be submitted strictly in accordance with the requirements of the above tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out clearly with their techno-commercial offer as per annexure-II of GCC Rev-06.  
Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.06), Special Conditions of Contract and Notice Inviting Tender (NIT)" in case of no deviations.
6. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.
7. Unsolicited Fresh/Revised Price Bids shall not be entertained.
8. 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.
9. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
10. Late tenders will be rejected.
11. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

*Handwritten signature*



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<b>HASEEN AHMED, PG-II-1</b> 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: haseenahmed@bhelpem.co.in Ph. No. +91-120-4368729;	<b>B.L. BEDI, DGM, PG-II-1</b> 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: blbedi@bhelpem.co.in Ph. No. +91-120-4368774; 4329069
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12. **INSTRUCTIONS REGARDING CENTRALISED TENDER ROOM:**

- a) Vendors are advised to submit the tenders in the tender box, containing Part-I & II offers in separate covers, preferably cloth lined envelopes should be used, properly marked before due date and time.
- b) The dispatch department shall not accept any tender in torn condition and return the same to the courier immediately 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.

13. **Reverse Auction:**

"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."

Information and General Terms and Conditions governing RA shall be as per annexure A for RA.

14. **Delivery Schedule :-**

Delivery Completion shall be within Five (05) months from the date of drawing/documents approval. Vendor to submit all the drawing/documents for approval within 21 days from the date of PO/LOI and re-submit the drawing/documents after incorporating all the comments within 10 days of comments. In case there are delays of submission of drawing/documents beyond 21 days of PO/LOI and 10 days of comments, that much delay would be reduced from the delivery period.



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**15. Pre-Qualifying Requirement:-**

Please find the TECHNICAL & FINANCIAL PRE-QUALIFICATION REQUIREMENT CRITERIA. Only those vendors, who fulfill these requirements, are eligible to participate in this tender.

**16. Bidder to note that CIF is available for this package.**

17. All corrigenda, addenda, amendments, time extensions, clarifications, etc to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)) & BHEL-PEM website ([www.bhelpem.com](http://www.bhelpem.com)) only. Bidders should regularly visit websites to keep themselves updated.

18. Bidder to note that this is a conditional Global Tender enquiry for those who are not registered with BHEL PEM and/or are not approved by Customer for the subject project/ package, and the price bid (Part-II) opening/RA shall be subject to following criterion:

a) Fulfilment of Technical and Financial Pre-Qualification Requirement.

b) 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:-

- i. Company Profile
- ii. Recent Purchase orders copies
- iii. Reference list indicating PO details, customer name, PO date, execution date etc.
- iv. Performance certificate issued by the clients.

19. Indian Bidders to quote freight charges in percentage of their Total ex-works price.

20. The bidders (who are not registered with BHEL PEM) are requested to download the Supplier Registration Form (SRF) from [www.bhel.com](http://www.bhel.com) or <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.

21. Evaluation will be done on overall L1 (Total cost to BHEL) basis.

22. Foreign bidders quoting along with their Authorised Indian associates to comply BHEL guidelines which is available on <https://www.bhelpem.com/Tenders.aspx>

23. Insurance (Ocean and Inland) is in BHEL's scope.

24. Please note that detailed offers are to be submitted including the following documents:

- Acceptance of GCC Rev.06
- 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.



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**25. INTEGRITY PACT:- Integrity pact is applicable for this tender:**

The integrity pact, shall be returned by the bidder, **along with their Techno-Commercial Bid, duly filled and signed by the authorized signatory** who signs the bid and will form part of the order. Only those vendors who have entered into such an integrity pact with BHEL would be competent to participate in the bidding. **In other words, entering into this Integrity Pact would be a preliminary qualification.**

**26. Details of Independent External Monitor (IEM) :**

**Sh. D. R. S Chaudhary, IAS (Retd.)**  
Flat No. L-202 & L-203 (1<sup>st</sup> Floor)  
Ansal Lake View Enclave  
Shamla Hills  
Bhopal- 462 013

**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

**Haseen Ahmed**  
(Dy.Mgr/PG-II-1/BHEL-PEM)

**Enclosures:**

1. Technical Specification
2. Financial PQR
3. Technical PQR
4. Price format/schedule (Prices should be quoted in this format only)
5. Annexure – A - Terms & Conditions of Reverse Auction
6. Special Conditions of Contract (SCC) Rev. 00
7. Integrity Pact
8. ANNEXURE- I & II

	<b>PROJECT ENGINEERING MANAGEMENT</b>	<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b> Revision No. 06	<b>ANNEXURES</b> (wef from <b>01-03-2014</b> )
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**ANNEXURE – I**

(To be filled up by the Bidder)

Ref. No. :

Date :

M/s Bharat Heavy Electricals Ltd.,  
Project Engineering Management,  
PPEI Building, HRD & ESI Complex,  
Plot No. 25, Sector – 16A,  
NOIDA – 201 301 ( U.P. )

Attention : Shri

Dear Sir,

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

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

2. If the work or any part thereof is awarded to us, we undertake to submit security-cum-contract performance bank guarantee as per your requirement.

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

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

- i) Complete Techno-Commercial Offer (in five sets).
- ii) **Unpriced copy of deviation sheet (cost of withdrawal) – annexure -II**
- iii) Unpriced copy of Price Schedule using format given by BHEL.
- iv) Any other documents (please specify).

**Part-II (Price Bid along with Priced Annexure-II)** - in a separate, properly sealed cover, in the format given by BHEL.

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)

**ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWL)**



**PROJECT:-**

**PACKAGE:-**

**TENDER ENQUIRY REFERENCE:-**

**NAME OF VENDOR:-**

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
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**TECHNICAL DEVIATIONS**


**COMMERCIAL DEVIATIONS**


**PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE**

NAME	DESIGNATIONS	SIGN & DATE

**NOTES:**


- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
- Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

**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.

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

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

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

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For & On behalf of the Principal  
(Office Seal)

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

Place-----

Date-----

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_