

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

Purchase Enquiry No. E1869001
Tender Document
FOR FRAME WORK AGREEMENT / RATE CONTRACT FOR BUSHINGS

Sl. No.	Description	Schedule	Page No.
1	Qualifying Criteria and Quantities covered by the Rate Contract.	Schedule-I	2 - 4
2	Instructions for Bidders and Salient Terms & Conditions of the Enquiry.	Schedule-II	5 - 10
3	Acceptance to Salient Terms & Conditions of the Enquiry i.e. Techno-commercial Bid	Schedule-III	11 - 12
4	Salient Technical Requirements	Schedule-IV	13 - 16
5	Price Bid Format	Schedule-V	17
6	General Terms & Conditions for Reverse Auction (RA) & Price Break-up sheet after RA	Schedule VI	18
7	Integrity Pact	Schedule VII	19 - 23

<u>Sd/-</u>	<u>Sd/-</u>	<u>Sd/-</u>
Prepared by	Checked by	Approved by
Amit Khatliya, Sr Mgr(MM)	A K Verma, DGM(MM)	C V Rao, AGM (MM)

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-I

Qualifying Criteria and Quantities covered by the Rate Contract

AA) Estimated Requirement:

Enq. # no.	Item Description	Total No. of Bushings- R/C Quantity
1-20	Various Type of Bushings as per Sl. No. 6 of schedule II.	1316 Nos. \pm 30 %

Item wise quantities mentioned in the schedule is our estimated requirement and can vary to any extent within the items depending upon BHEL's order book position. However, quantity variation shall be \pm 30 % on total estimated requirements.

BB) PRE QUALIFICATION REQUIREMENTSHALL BE AS UNDER:

Supplier fulfilling the following requirement will be eligible for this tender:		
SL	REQUIREMENT	RESPONSE
1	Bidder should have Valid Type Test Certificate of the OIP Condenser Bushing in the KV class and current rating for which quoted, as on the date of Part I bid opening	<input type="checkbox"/> Confirmed
2	Valid Type Test Report for the highest current rating for the given KV class (for which quoted) to be submitted. In case the bidder is unable to provide the Type Test report for the highest current rating in the KV Class, its bid shall be considered qualified only upto that current rating for which the bidder has submitted the valid type test report.	<input type="checkbox"/> Document Submitted
3	Information for reference' as called for in Annexure A & Annexure B to be filled and submitted.	<input type="checkbox"/> Submitted

- Requirements as mentioned in Annexure A & Annexure B has been filled and supporting documents (as desired) are enclosed.
- *Our offer is liable to be rejected in case (a) we have not filled / not marked / left blanks, (b) if we do not meet the requirements at Sl no 1 & 2 above , and (c) if the Information for reference' as called for in Annexure A & Annexure B is not filled and submitted. Our offer is liable to be rejected in case of non-submission of documentary proof as required above.*
- *We agree for penal action from BHEL in case any of the above information furnished is found to be false.*

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-I

INFORMATION FOR REFERENCE' REQUIRED FOR BUSHINGS FA / RC

Annexure A

INFORMATION FOR REFERENCE		
Supplier fulfilling the following requirement will be eligible for this tender:		
SL	REQUIREMENT	RESPONSE
1	The bidder to provide Order Copy & Tax Invoice / Completion Certificate / SRV (in case of supplies made to BHEL) as proof of supplies made for atleast one number or more of Condensor Bushings (for the highest ampereage rating in the KV class for which quoted) in the last 5 years ending one month prior to the date of issue of enquiry, to Indian Utilities like PGCIL/ NTPC/ NHPC/ DVC/ NPCIL/ SJVNL/ State Electricity Boards, reputed Transformer Manufacturers like BHEL/ ABB/ Alstom/ Crompton Greaves/ Bharat Bijlee/ TELK/ EMCO and reputed overseas Transformer Manufacturers. Details as mentioned in Annexure B has been filled and supporting documents are submitted.	<input type="checkbox"/> Documents Submitted
4	Undertaking by the bidder that Bushings supplied by them should have been in the service for a period of at least 2 years.	<input type="checkbox"/> Confirmed
5	New vendors who are not registered with BHEL, Jhansi must submit duly filled “ Supplier Registration Form (SRF) ” along with the requested documents. The SRF is available on line on our website www.bhel.com .	<input type="checkbox"/> Document Submitted

- We undertake that the **Bushings supplied by us have been in the service for a period of at least 2 years.**
- *Our offer is liable to be rejected in case non submission of documentary proof as required above. We agree for penal action from BHEL in case any of the above information furnished is found to be false.*

**(Signature of the Supplier)
with Name. Designation & Seal)**

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-I

ANNEXURE B

DATA TO BE SUBMITTED BY BIDDER FOR BUSHING FA/RC

Sl. No.	Type / Rating of Bushings	NIT Qty. (Nos.)	Date of Type Test	Validity of Type Test	No. of Bushings Supplied in last 5 years	No. of Bushings in service for at least 2 years	Whether Proof for column 4-7 enclosed (put Yes / No)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	420KV/1250A/400 CTL Bushing Drg. BCE-3-1357	50					
2	245KV/1250A/300 CTL Bushing Drg. BCE-3-1217	240					
3	245KV/1250A/600 CTL Bushing Drg. BCE-3-1217	90					
4	170KV/1250A/300 CTL Bushing Drg. BCE-3-1195	30					
5	145KV/1250A/100 CTL Bushing Drg. BCE-3-1216	30					
6	145KV/1250A/300 CTL Bushing Drg. BCE-3-1216	300					
7	145KV/1250A/600 CTL Bushing Drg. BCE-3-1216	70					
8	72.5KV/1250A/100 CTL Bushing Drg. BCE-3-1013	80					
9	72.5KV/1250A/300 CTL Bushing Drg. BCE-3-1013	120					
10	72.5KV/2000A/100 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24					
11	72.5KV/2000A/300 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24					
12	72.5KV/3150A/100 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24					
13	72.5KV/3150A/300 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24					
14	52KV/1250A/100 CTL Bushing Drg. BCE-3-1014	40					
15	52KV/1250A/300 CTL Bushing Drg. BCE-3-1014	40					
16	52KV/1250A/600 CTL Bushing Drg. BCE-3-1014	20					
17	52KV/2000A/100 CTL Bushing Drg. BCE-3-1069	20					
18	52KV/2000A/300 CTL Bushing Drg. BCE-3-1069	20					
19	52KV/3150A/100 CTL Bushing Drg. BCE-3-1069	20					
20	52KV/3150A/300 CTL Bushing Drg. BCE-3-1069	50					

Total = 1316

We agree that our bid is liable to be rejected in case of incomplete data / false declarations.

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE - II

Instruction to bidders and Terms & Conditions for supply of Bushings under Rate Contract Enquiry No. E-1869001

Sealed tenders are invited in Two-Part Bid system for purchase of Bushings as per various drawings of BHEL, specifications and terms & conditions mentioned in the Schedules -"I to VII". The supplies against this rate contract enquiry shall be subject to our general Terms and conditions of enquiry and PO. In addition, the terms and conditions given under this Schedule shall specifically apply to this enquiry. Should there be any difference between the general Terms and conditions of enquiry and PO and the conditions included in this Schedule, the latter shall prevail.

1. **General** :- Lot wise quantity and delivery schedule indicated in the enquiry sheet is tentative. Actual procurement will be carried out progressively as per our requirement against the rate contract. After finalization, the rate contract (RC) will be valid for two years.

The Bushings shall be supplied in accordance with the rating, technical requirements etc. as intimated by BHEL, at the time of actual ordering.

The quoted rate shall be on FOR BHEL Jhansi basis (for indigenous bidders) and FOB Load Port basis (for foreign sources), shall be inclusive of all tooling cost, packing & forwarding charges, freight and shall be strictly in accordance with the requirement of price format Schedule. III & IIIA, and no extra charges shall be payable on whatsoever account.

2. **Procedure for Bid submission** :- Offer shall be submitted by the bidders in two parts:-

- Part – A Technical cum Commercial bid
- Part- B Price bid

Both Part –A & Part –B of the offer shall be kept in two separate sealed envelopes duly super scribed as Part - A 'Technical cum Commercial bid' and Part - B 'Price bid'. The enquiry number and due date shall also be super scribed on both the envelopes.

Part-A of the bid shall contain complete details of the product offered, filled in copy of 'INTEGRITY PACT', dully signed by the authorized signatory of the vendor who signs the bid, acceptance to the specifications, all techno commercial terms & conditions of the schedule II to VII.

In case it becomes necessary to deviate in any of the above, the deviations must be clearly brought out in bid Part-A of the offer. Any deviation to 'INTEGRITY PACT' is not acceptable. Copy of un-priced bid part-B with status "**quoted (Q) & unquoted (NQ)**" must accompany bid part-A

3. **Bid Opening** :- The 'Techno-commercial' part of the bid i.e. Bid Part – A of the offers shall be opened on the due date of tender opening. Clarifications, wherever required on this part, shall be obtained from the bidders for their evaluation. The Price bid Part-B of such vendors alone shall be opened whose techno-commercial bids are found acceptable. The date of 'Price bid -Part B' opening shall be intimated later on.

Alternatively: BHEL reserves the right to go for a **REVERSE AUCTION** i.e. "**Online Bidding on Internet**" instead of opening the price bid. For the proposed reverse auction, techno-commercially acceptable bidders only would be allowed to participate in this. For this purpose, BHEL's authorized service provider will contact the qualifying suppliers separately. In case the number of vendors participating in English Reverse Auction is less than BHEL's requirement, relative status for balance

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-II

vendors shall be taken from the dynamic sealed bid for counter offer. BHEL reserves the right to accept or reject the results of reverse auction. In case the results of reverse auction are not acceptable or reverse auction fails, BHEL may decide to go for opening of the sealed price bids.

4. **Bid Evaluation** :- The bid shall be evaluated for each item of on total delivered cost to BHEL (-LCNC-) taking into account all duties/taxes/Cess etc. as could be applicable on the date of tender opening (bid part-A). Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at LCNC rate.
5. **Pricing Terms** :- Material will be supplied on finished basis and rate so quoted shall be FIRM during validity of the contract.
6. **Technical Parameters and Tendered Quantity**:- Bushings shall conform to the latest revision of the purchase specifications mentioned in Schedule - II. Tentative quantity break up into various rating /categories is mentioned below;

Item No.	*Item Description in brief	Qty.in No.
1	420KV/1250A/400 CTL Bushing Drg. BCE-3-1357	50
2	245KV/1250A/300 CTL Bushing Drg. BCE-3-1217	240
3	245KV/1250A/600 CTL Bushing Drg. BCE-3-1217	90
4	170KV/1250A/300 CTL Bushing Drg. BCE-3-1195	30
5	145KV/1250A/100 CTL Bushing Drg. BCE-3-1216	30
6	145KV/1250A/300 CTL Bushing Drg. BCE-3-1216	300
7	145KV/1250A/600 CTL Bushing Drg. BCE-3-1216	70
8	72.5KV/1250A/100 CTL Bushing Drg. BCE-3-1013	80
9	72.5KV/1250A/300 CTL Bushing Drg. BCE-3-1013	120
10	72.5KV/2000A/100 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24
11	72.5KV/2000A/300 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24
12	72.5KV/3150A/100 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24
13	72.5KV/3150A/300 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24
14	52KV/1250A/100 CTL Bushing Drg. BCE-3-1014	40
15	52KV/1250A/300 CTL Bushing Drg. BCE-3-1014	40
16	52KV/1250A/600 CTL Bushing Drg. BCE-3-1014	20
17	52KV/2000A/100 CTL Bushing Drg. BCE-3-1069	20
18	52KV/2000A/300 CTL Bushing Drg. BCE-3-1069	20
19	52KV/3150A/100 CTL Bushing Drg. BCE-3-1069	20
20	52KV/3150A/300 CTL Bushing Drg. BCE-3-1069	50
Total=		1316
(* TRE Spec. No. OIP/SPEC/TRE/JHS/2099 Rev 01 shall be applicable to all Bushings)		

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-II

The above estimated requirement may vary within $\pm 30\%$. The breakup of the quantities can vary to any extent within the groups based on actual order booking with our customers and this shall be controlled by the total value of the rate contract on the specific vendor.

At the time of supply, test certificates as per Schedule of the POs must accompany each lot. Final inspection shall be at BHEL works, Jhansi.

7. **Number of Suppliers:-** We need 2 suppliers for execution of this contract and the tentative distribution of quantities between L1 & L2 would be in the ratio of 70 : 30 approx. but in multiple of 3. The ordering will further be governed by customers' approval of vendors (wherever applicable), manufacturing capacity, loading of jobs, delivery & quality performance of vendors.

8. **Purchase from customer approved vendors:-** Bidders may note that BUSHINGS for most of the customers is to be sourced from their approved vendors only. In those cases BHEL would place purchase orders pertaining to requirement of such contracts on the approved vendors of respective customer only. The percentage ordering, as per the contract, may therefore vary depending upon the nature of orders received by BHEL on account of sourcing from customer approved vendors.

9. **Terms of delivery:-** in case of foreign bidders, it will be FOB Load Port only. Ex-works delivery are not acceptable.

In case of indigenous bidders we prefer delivery on F.O.R. BHEL, Jhansi basis. In case of ex-works delivery, bidder to quote extra charge for transportation up to BHEL, Jhansi.

10. **Delivery Period:-** Generally BUSHINGS is required in our stores within 8-10 weeks from PO / approval of drawing. Bidders shall commit suitable delivery on FOB load port (In case of foreign bidders) / on door delivery basis (In case of indigenous vendors). Bidders may note that delivery beyond committed schedule will attract penalty for delay.

11. **Transit Insurance:-** By supplier. In case of insurance by BHEL, bidders shall have to comply with our general terms and conditions in this regard. Also bidder shall have to render all necessary assistance needed by BHEL to recover the damages from the insurers, in the event of claim arising under the policy.

12. **Payments Terms :-** Bidders to note that deviation to following payment terms shall be loaded @ SBI base rate plus 6% for price comparison purposes on landed price to BHEL (LCNC) basis. No overdue interest will be paid.

a) **For Indigenous Bidders:-** 100% payment after 60 days of receipt and acceptance of material at BHEL works. The suppliers who are availing HDFC / SIDBI bill discounting facility (pay by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. However, due to funds problems, this cannot be extended to other suppliers. For such suppliers standard payment terms shall be applicable for deciding tender. The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. Both payment terms will be treated at par.

b) **For Foreign Bidders :-** 100% payment will be considered by irrevocable and unconfirmed Usance LC with 120 days interest free credit, to be reckoned from the date of B/L.

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-II

13. **Bank Charges** :- For overseas bidders, all bank charges except charges of LC opening bank, which shall be loaded while bid evaluation, shall be to the bidders account only.
14. **Taxes & Duties** :- All taxes & Duties as applicable within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on LCNC basis.
15. **Entry Tax** :- Extra as applicable. Presently it is NIL.
16. **Guarantee**:- BUSHINGS under this tender shall be free from any kind of manufacturing defects and shall be under guarantee for a period of 24 months from the date of dispatch or 18 months from date of commissioning, whichever is early.
17. **Rejection Replacement**:- Final inspection for acceptance of quality shall be at BHEL after receipt of material and results shall be binding on the suppliers. In case of rejection due to noncompliance to agreed specification and for the reasons attributable to the Vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including 'interalia' cost elements such as total transportation, insurance and other taxes/levies etc. as applicable. The rejected goods shall be subsequently returned to the Vendor at his cost.
18. **Inspection / Quality Checks and Quality Records**:- Pre-dispatch / source inspection may be carried out at vendors' works as per practice in vogue. However vendor :
 - i) Shall maintain all records of input materials and finished bushings thereby establishing traceability. BHEL may conduct quality audit at supplier works for ensuring implementation of quality system.
 - ii) Shall carry-out all the Electrical & Mechanical tests as called for in the specifications and submit Test certificates for each lot of dispatch.
19. **Taxes & Duties** :- All taxes & Duties as applicable within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on LCNC basis.
20. **Entry Tax** :- Extra as applicable. Presently it is NIL.
21. **Payments Terms** :- Bidders to note that deviation to following payment terms shall be loaded @ SBI base rate plus 6% for price comparison purposes on landed price to BHEL (LCNC) basis. No overdue interest will be paid.
 - c) **For Indigenous Bidders**:- 100% payment after 60 days of receipt and acceptance of material at BHEL works. The suppliers who are availing HDFC / SIDBI bill discounting facility (pay by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. However, due to funds problems, this cannot be extended to other suppliers. For such suppliers standard payment terms shall be applicable for deciding tender. The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. Both payment terms will be treated at par.
 - d) **For Foreign Bidders** :- 100% payment will be considered by irrevocable and unconfirmed Usance LC with 120 days interest free credit, to be reckoned from the date of B/L.

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-II

22. **Bank Charges :-** For overseas bidders, all bank charges except charges of LC opening bank, which shall be loaded while bid evaluation, shall be to the bidders account only.
23. **Validity of Rate Contract:-** Two years from the date of finalization of rate contract (RC) by BHEL with additional time of three months for supplies.
24. BHEL reserves the right to short close the Framework agreement/ rate contract before its expiry at its sole discretion.
25. **Validity of Offer :-** Offer should be valid for a period of 120 days from the date of technical bid opening date for finalization of the contract.
26. **Levy of Penalty for delayed performance:-** Bidders to note that penalty @ 0.5% per week or part thereof subject to 10% maximum on undelivered portion shall be applicable for delay in supply beyond contractual delivery period. Bidders are requested to give specific acceptance for penalty clause. Date of receipt of material at BHEL works i.e. DRS date will be considered as proof of delivery for calculating delayed performance / penalty for indigenous bidders. However in case of foreign bidders, receipt of handing over of cargo to freight forwarder for without source inspection & material readiness and offered date for inspection at sources cases will be taken as proof of delivery for the same purpose.
27. **Fumigation Charges :-** All imported consignment in wooden packing shall be subject to fumigation as per statutory requirement of Govt. of India and bidder shall furnish 'Phytosanitary Certificate' OR a declaration that wood-packing material used in packing is in accordance with IPPC standard ISPM No. 15 and has been labeled compliant with IPPC mark by manufacturers.
28. **Integrity Pact (IP) – Independent external monitor (IEM) :-**

(a) IP is a tool to ensure that activities and transactions between the Company and its bidders/Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMS) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:-

Name	Shri D.R.S Chaudhary, IAS (Retd.)
Address	Flat No. L-202 & L-203 (1st Floor) Ansal Lake View Enclave Shamla Hills Bhopal- 462 013 (M.P.)
Email	dilip.chaudhary@icloud.com

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-II

(b) Please refer Section-8 of the IP for Role and Responsibilities of IEMS. In case of any complaint arising out of the tendering process the matter may be referred to the IEM mentioned in the tender.

No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.

29. **Agency Agreement** :- Agency agreement from foreign supplier for their Indian agent is necessary and should come along with the bid part-A. The agreement between foreign supplier and their Indian agent should contain relationship, mutual interest in the business, commission amount or general retainer fee, services to be rendered by Indian agent etc.
30. Bidders may note that suitable loading will be done for arriving at the LCNC price for any deviation from the general Terms & Conditions as preprinted overleaf of the enquiry.

(Amit Khatloiya)
Sr. Manager(CMM)

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-III

Acceptance to Salient Terms & Conditions of the Enquiry i.e. Techno-Commercial Bid against Enquiry No. E1869001 – RC for BUSHINGS

SL. NO.	DESCRIPTION	TO BE FILLED-IN BY THE BIDDER
1	Name of the supplier with Tel. No. / Fax Nos./E-mail.	
2	Name & designation of the contact person	
3	Address of the works at which inspection / delivery is offered.	
4	Complete acceptance to Technical Terms & conditions including Technical/Purchase Specs as mentioned in Schedule. – IV.	<input type="checkbox"/> Accepted
5	Complete acceptance to all terms & conditions of tender enquiry as mentioned in Schedule.-I & II.	<input type="checkbox"/> Accepted
6	Acceptance for finalization of Price bid part-B through on line bidding (Reverse Auction).	<input type="checkbox"/> Accepted
7	Guarantee:- Bushing under this tender shall be free from any kind of manufacturing defects and shall be under guarantee for a period of 24 months from the date of dispatch or 18 months from date of commissioning, whichever is early	<input type="checkbox"/> Yes
8	(a) Delivery period on FOB/FOR basis from date of PO issue / Drg approval, whichever is later BHEL reserves the right to reject the offer(s) of such bidders whose quoted / derived delivery period on F.O.R BHEL, Jhansi basis is more than 12 weeks.Week <input type="checkbox"/> Accepted
	(b) Supply rate per month exclusively for this tender	...No./month
9A	Taxes & Duties (for Indigenous bidders only):- Extra as applicable	<input type="checkbox"/> Accepted
	(a) Excise Duty (mention NA if not applicable)%
	(b) VAT (mention NA if not applicable)%
	(c) CST (mention NA if not applicable)%
9B	Taxes & Duties (for foreign bidders):- All taxes & Duties in their country will be borne by them only and in India, same shall be to BHEL a/c.	<input type="checkbox"/> Accepted
10	Price Bid submitted as per attached price bid format only (Copy of blank price bid is submitted).	<input type="checkbox"/> Yes
11	Acceptance for Prices on firm basis and no PVC is applicable	<input type="checkbox"/> Yes
12	Acceptance for Prices finalization through reverse Auction (RA) i.e. Acceptance to participation in RA.	<input type="checkbox"/> Yes
13	(a) Terms of Delivery on F.O.R BHEL Jhansi basis (for Indigenous bidders.	<input type="checkbox"/> Accepted
	(b) Terms of Delivery on F.O.B Load Port basis. (for foreign bidders) (Please mention name of Load Port Basis.....)	<input type="checkbox"/> Accepted
14	Acceptance for 90 days Validity of offer from date of tender opening.	<input type="checkbox"/> Yes

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-III

15	Inspection – Material may be source inspected by BHEL / Customer / Third party, as per the drawing mentioned in the PO. In case Customer approved drawing is a mandatory requirement, the same shall be indicated in the order. However, Final inspection for acceptance of quality and quantity shall be done at BHEL's works after receipt of material and results shall be binding on the suppliers	<input type="checkbox"/> Accepted
16A	Payment Terms (For foreign bidders) 100% payment through CAD. Or 100% payment will be considered by irrevocable and unconfirmed Usance LC with 120 days interest free credit, to be reckoned from the date of B/L	<input type="checkbox"/> Accepted <input type="checkbox"/> CAD <input type="checkbox"/> through LC
16B	Payment Terms (For indigenous bidders) 100% payment after 60 days of receipt and acceptance of material at BHEL works. The suppliers who are availing SIDBI / HDFC discounting facility (pay by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. However, due to funds problems, this facility cannot be extended to other suppliers. These payment terms will be treated as standard terms of payment. The bidder who are covered under MSMED Act – 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. Through Bank / COD payment terms may also be accepted with loading @ (Base rate of SBI + 6 %) for 75 days.	<input type="checkbox"/> Accepted <input type="checkbox"/> 60 Days <input type="checkbox"/> SIDBI <input type="checkbox"/> HDFC <input type="checkbox"/> MSME <input type="checkbox"/> Through Bank <input type="checkbox"/> COD
17	Liquidated Damage / Penalty - Failure to supply by the time specified in the order will make the supplier liable to pay unconditional penalty of 1/2% of the price of the goods in arrear (delayed and not supplied) per week or part thereof, subject to a maximum of 10% of the order value unless agreed otherwise.	<input type="checkbox"/> Accepted
18	Risk Purchase - If the material is not supplied within stipulated delivery indicated in PO, BHEL shall have the option to purchase the material from other sources at the supplier's risk & cost.	<input type="checkbox"/> Accepted
19	"The 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."	<input type="checkbox"/> Accepted

Signature along with Company seal :

Name & Cell No. Contact Person :

Land line with STD code & E-mail :

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE -IV

SPEC no. OIP/SPEC/TRE/JHS/2099 Rev. 01

**RATE CONTRACT SPECIFICATION FOR OIL IMPREGNATED PAPER INSULATED
CONDENSER BUSHINGS DIMENSIONS AND REQUIREMENTS**

Conformance / acceptance to the following Technical Specification to be given by the bidder

SL No.	Requirement	Conformance /Acceptance
1	SCOPE	
1.1	1.1 This specification applies to only oil impregnated paper insulated condenser type transformer bushings fitted with test tap arrangement.	<input type="checkbox"/> Confirmed
1.2	1.2 The performance requirements and tests on bushings, shall be in accordance with those specified in IS 2099 and the same shall be sent with supply.	<input type="checkbox"/> Confirmed
1.3	Bushing will be supplied as per IS in addition (1) The Tan D value shall be not more than 0.004 at ambient temperature (2) The short time current shall be 40kA for 3 seconds . Testing will be done as per both IS:2099 and IEC : 60137	<input type="checkbox"/> Confirmed
2	MINIMUM SPECIFIC CREEPAGE DISTANCE	
2.1	The minimum specific creepage distance for condenser type bushings shall be 25 mm / kV or 31 mm/kV as per requirement.	<input type="checkbox"/> Confirmed
3	INSULATION LEVEL	
3.1	The di-electric test voltage (BIL) of condenser bushings shall be in accordance with IEC:60137 latest amendment	<input type="checkbox"/> Confirmed
4	TERMINOLOGY	
4.1	For the purpose of this standard, definitions given in IS 2099 shall apply.	<input type="checkbox"/> Confirmed
5	TERMINALS AND JOINTS IN LEAD ARRANGEMENTS	
5.1	Draw Lead and Draw Rod Joints	
5.1.1	The draw rod or lead is in the scope of supply along with the Bushing	<input type="checkbox"/> Confirmed
5.1.2	The method of connection from winding to bushing viz. Draw rod , draw lead or palm type connection with details of joints (if any) is to be furnished in detailed drawing .	<input type="checkbox"/> Confirmed
5.2	Oil End Terminal for Solid Stem	
5.2.1	The material, dimensions and surface finish of oil end terminal of solid stem for 52 and 72.5 kV bushings shall be in accordance with Fig. 3 of IS 12676 .	<input type="checkbox"/> Confirmed
5.3	The requirements given in Fig. 4 of IS 12676 shall apply to oil end terminal of 245 kV bushings in which corona shield is necessary. Figure 4 of IS 12676 also specifies the terminal arrangement with corona shield and minimum opening required in the shield for easy disconnection of the transformer lead from the palm type terminal.	<input type="checkbox"/> Confirmed

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-IV

5.4	NOTES :	
	1) Material ; Copper/copper alloy.	<input type="checkbox"/> Confirmed
	2)Tolerance : Dimensions without specific tolerance shall have medium class tolerances given in IS 2102 (Part 1) : 1989.	<input type="checkbox"/> Confirmed
	3) Surface finish : Nickel Plating (Electro plated)	<input type="checkbox"/> Confirmed
	4) De-burring of all the edges.	<input type="checkbox"/> Confirmed
6	STANDARD DIMENSIONS	
6.1	<p>The mounting dimensions of the bushing flange will be as per IS 12676. The vendor has to furnish other dimensions as per the stated nomenclatures of IS:12676 in the below table 1 during quotation stage along with bushing drawings and electrical parameters.</p> <p>L1 Length between top of air end terminal and bottom seat of flange IS. L2 Length between bottom seat of flange and bottom of the oil end shield/stress relieving electrode/oil end terminal whichever is the longest. L3 Length between top of air end terminal and bottom of the live metallic tank. L4 Flashover length. L5 Length of the air end terminal. L6 Length for bushing current transformers (BCT) accommodation. D1 Outside diameter of live metallic tank. D2 Maximum diameter of oil immersed end D3 Outside diameter of fixing flange D4 Fixing flange holes pitch circle diameter D5 Diameter of fixing hole N Number of fixing holes D6 Maximum diameter of oil end shield/ stress relieving electrode D7 Minimum inside diameter of central tube D8 Diameter of air end terminal</p>	<input type="checkbox"/> Confirmed
6.2	Flange thickness shall be minimum 20 mm thick	<input type="checkbox"/> Confirmed

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-IV

6.3		Table 1 Dimensions and Requirements of OIP Bushing (PI fill up)																	<input type="checkbox"/> Confirmed		
Voltage Rating (KV)	Insulation Level (KVp)	Min Specific Creepage Distance (mm)	Current Rating (Amp)	Type Of Lead (see Note 3)	L1	L2	L3	L4	L5	L6	D1	D2	D3	D4	D5	N	D6	D7	D8		
					in millimeters															No.	in millimeters
420			800	DL																	
			1250	DR																	
245			800	DL																	
			1250	DR																	
			2000	SS																	
145			800	DL																	
			1250	DR																	
72.5			800	SS																	
			1250	SS																	
52			800	SS																	
			2000	SS																	
			3150	SS																	

6.4		NOTES	<input type="checkbox"/> Confirmed
		1- All dimensions are in millimeters.	<input type="checkbox"/> Confirmed
		2- No positive tolerance shall apply where maximum dimension is specified and no negative tolerance where minimum dimension is specified.	<input type="checkbox"/> Confirmed
		3- Types of lead: DL = Draw lead, DR = Draw rod, SS = Solid stem.	<input type="checkbox"/> Confirmed
		4- For details of lead joint provided on draw lead and draw rod of bushings, see Fig. 2 and cl.10.4.1. of IS 12676.	<input type="checkbox"/> Confirmed
		5- For details of oil end terminal of 52 / 72.5 kV bushings, see Fig. 3 of IS 12676 .	<input type="checkbox"/> Confirmed
		6- For details of oil end terminal and shield fixing arrangement for 245 kV 2000 A solid stem type bushing, see Fig 4 .of IS 12676	<input type="checkbox"/> Confirmed

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-IV

7	OIL LEVEL GAUGE	
7.1	The condenser bushing of 245 kV or lower rating shall be provided with graduated oil sight windows. The oil level gauges and oil sight windows shall be so designed and dimensioned that the oil level shall be clearly visible with naked eye from ground level.	<input type="checkbox"/> Confirmed
8	PROVISION FOR FIXING ARCING HORNS	
8.1	The condenser bushings shall have provision for fixing of the arcing horns.	<input type="checkbox"/> Confirmed
9	TESTING TYPE TEST CERTIFICATE	
9.1	Type Tests certificate (not older than 3 years) shall be submitted as per IEC 60137 (latest amendment) along with offer and the same shall also be submitted later on as per our requirement. If required the bushing shall also be Type tested for specific customer.	<input type="checkbox"/> Confirmed
10	Supply Condition	
10.1	In case of draw lead type bushing, the complete lead joint with air end portion of the draw lead shall be supplied by the bushing manufacturer. The oil end portion of the lead shall be supplied by the transformer manufacturer. The free portion of the lead joint shall be brazed with the lead supplied along with the transformer.	<input type="checkbox"/> Confirmed
10.2	In case of draw rod type bushings, complete rod up to the joint with free end of the rod forming one portion of the joint along with nuts and bolts shall be supplied by the bushing manufacturer. The remaining portion of the rod duly fabricated to suit the joint shall be supplied by the transformer manufacturer.	<input type="checkbox"/> Confirmed
10.3	MARKING- The marking on the condenser bushing shall be in accordance with cl. 10.1 of IS 2099 : 1986.	<input type="checkbox"/> Confirmed
10.4	PACKING The wooden case packing of the bushing shall be robust and suitable to stop ingress of moisture and shocks during transport.	<input type="checkbox"/> Confirmed

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-V

PRICE BID, PART - B FOR ENQUIRY NO. E1869001

Supplier Name & Address :

Currency of Quotation (Applicable for Foreign bidders only) :

Item No.	Item Description in brief	Qty(Nos.)	Rate per No.
1	420KV/1250A/400 CTL Bushing Drg. BCE-3-1357	50	
2	245KV/1250A/300 CTL Bushing Drg. BCE-3-1217	240	
3	245KV/1250A/600 CTL Bushing Drg. BCE-3-1217	90	
4	170KV/1250A/300 CTL Bushing Drg. BCE-3-1195	30	
5	145KV/1250A/100 CTL Bushing Drg. BCE-3-1216	30	
6	145KV/1250A/300 CTL Bushing Drg. BCE-3-1216	300	
7	145KV/1250A/600 CTL Bushing Drg. BCE-3-1216	70	
8	72.5KV/1250A/100 CTL Bushing Drg. BCE-3-1013	80	
9	72.5KV/1250A/300 CTL Bushing Drg. BCE-3-1013	120	
10	72.5KV/2000A/100 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24	
11	72.5KV/2000A/300 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24	
12	72.5KV/3150A/100 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24	
13	72.5KV/3150A/300 CTL Bushing Drg. BCE-3-1181 without Arcing Horn	24	
14	52KV/1250A/100 CTL Bushing Drg. BCE-3-1014	40	
15	52KV/1250A/300 CTL Bushing Drg. BCE-3-1014	40	
16	52KV/1250A/600 CTL Bushing Drg. BCE-3-1014	20	
17	52KV/2000A/100 CTL Bushing Drg. BCE-3-1069	20	
18	52KV/2000A/300 CTL Bushing Drg. BCE-3-1069	20	
19	52KV/3150A/100 CTL Bushing Drg. BCE-3-1069	20	
20	52KV/3150A/300 CTL Bushing Drg. BCE-3-1069	50	
Total=		1316	

- Note:-**
- 1) By default indigenous bidders' quotation will be in Indian Rupees (INR) and foreign bidders' will be in the currency quoted as above by them.
 - 2) The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be straight way REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.

Seal & Signature of Supplier

FA / RC FOR PURCHASE OF CONDENSOR BUSHINGS- ENQUIRY No. E1869001

SCHEDULE-VI

GENERAL 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 (will be informed later on) 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 has provided the calculation sheets (e.g. EXCEL sheets) 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 (will provide later on) 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.**

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
(Office Seal)

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

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____
