



429-002/A

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

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PHONE :2577042
GRAMS : BHARATELEC
FAX NO: 2520719
E-mail: mnkumar@bheltry.co.in
Web:

	Enquiry No	Enquiry Date	Due Date for Quotation
	1201200031	18.09.2012	09.10.2012
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	159382340000 ERW PIPE OD 508.00 x 12.70 - API5LGRB	M	1750.000	1,750.00	01.03.13
20	159386120000 ERW PIPE OD 559.00 x 12.70 - API5LGRB	M	2100.000	2,100.00	01.03.13
30	159386130000 ERW PIPE OD 559.00 x 14.30 - API5LGRB	M	4520.000	4,520.00	01.03.13
40	159386160000 ERW PIPE OD 660.00 x 12.70 - API5LGRB	M	5770.000	5,770.00	01.03.13
50	159386450000 ERW PIPE OD 711.2 x 12.70 - API5LGRB	M	10400.000	10,400.00	01.03.13

This Enquiry shall be monitored by Independent External Monitor

Shri J. M. Lyngdoh , IAS (Retd.)

Plot No. 144-145,

Pragati Resort,

Proddator Village & P.O.,

Shankarpally Road,

Rangareddy Distt. (AP)

General Note:

01) We accept welded (long seam/spiral) pipes to specification API5LGRB in the length of 10,000mm only. Offer less than enquired length is not acceptable.No payment will be made for length tolerance.

02) Supply shall be as per our TDC 0:109/REV 01 and clause by clause confirmation is required.

a. In TDC 0:109/Rev 01, Clause 8.2 to be read as "All Indigenous pipes must be coated by two coats of general purpose Aluminium paint to a minimum of DFT 40 Microns as per IS 2339 (Latest) or two coats of red oxide zinc phosphate primer to a minimum dft of 60 microns as per IS 12744 on the outside surface and All Import Pipes must be coated with the rust preventive".

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

A. CHANDRAMOHAN
Senior Manager
MM / MFG / Purchase / Pipes
BHEL, TRICHI - 620 014.

MANAGER - PURCHASE
(FOSSIL BOILERS)
Yours faithfully,



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b.VCI pellets shall be provided inside, after thorough cleaning.
End caps must be provided on all the pipes.

c. TDC 0:109/REV 01 Clause 5.1 d (CONTROL TENSILE) to be ignored.

03) All the vendors are to submit their latest available API5L certificate along with their offers without which the offers are liable for rejection.

04) For enq slno 10, red oxide coating is required and for enq slno 20, 30, 40 & 50 general pupse aluminium paint is required. (as per point (02-a)

05) BHEL shall have the right to go for "Reverse Auction" instead of sealed tender bid which will be decided after technical cum commercial bid evaluation.

06) Bidders shall submit the OFFER in English language (a single envelope containing two inner envelopes) as indicated below:

Envelope I: This sealed envelope should contain

(a) technical bid

(b) un-priced commercial bid (copy of the Priced Bid without the price details)

This envelope should be clearly marked "Part I - Technical and Un-priced commercial bid, indicating Enquiry No., Due Date, Address & Reference of the Bidder.

Envelope II: This sealed envelope should contain price details. This envelope should be clearly marked "Part II - Price bid", indicating Enquiry No., Due Date, Address & Reference of the Bidder.

07) The OFFER, sealed and Superscribed as "Parts I & II inside" indicating Enquiry No., Due Date, Address & Reference of the Bidder should reach this office on or before the due date by 14:00 Hrs (IST). OFFERS RECEIVED AFTER 14:00 Hrs (IST) WILL NOT BE CONSIDERED FOR EVALUATION.

08) OFFER is to be addressed to:

Sr. MANAGER / PURCHASE - Pipes / MM / MFG

4th Floor - Building 24

BHARAT HEAVY ELECTRICALS LIMITED

HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620 014

TAMIL NADU, INDIA.

09) Tenders should be free from CORRECTION AND ERASURES, Corrections if any, must be attested.

(A) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is

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obtained by multiplying the unit price by quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(B) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

(C) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (A) and (B) above.

Note: Bidders are requested to submit their offers only through sealed bids. As the part II (priced bid) will not be opened before the technical evaluation is completed, bidders are requested not to submit their bids through email/fax etc

10) Fixed price: All items should be quoted on "Per unit basis". Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be liable for rejection. Prices shall be written in words and figures. In the event of any discrepancy with regard to total price and unit price whichever is less shall be considered correct. All rates should include the third party inspection charges. RATES QUOTED SHALL BE INCLUSIVE OF ALL CHARGES INCLUDING PACKING, INSPECTION ETC. NO EXTRA PAYMENT WILL BE MADE IN ANY CASE.

11) Bid currency: Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their preferred currency. For the evaluation purposes the exchange rate (TT - Selling Rate of SBI) on technical bid opening date will be considered.

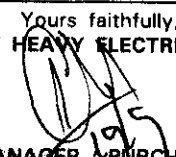
12) Terms of Delivery: Foreign Bidders should submit their offer for CFR, Chennai with freight break up details. Indian Bidders should submit their offer for FOR, Trichy (inclusive of risk in transit) & Ex-Works with the applicable freight breakup details.

13) Taxes and Duties: (for Indian Bidders only) All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TNGST No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our T.N.G.S.T No. 3560005 Dt. 01-04-1995, C.S.T. No. 239383 dt. 11-06-1991.

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For BHARAT HEAVY ELECTRICALS LIMITED

A. CHANDRAMOHAN
Senior Manager
MM / MFG / Purchase / Plant
BHEL, TRICHY - 620 014


MANAGER - PURCHASE
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The duplicate copy of the invoice meant for transporters should accompany the material as stipulated under Central Excise rules 52A and 173C or 57gG. A Photostat copy of the invoice for each delivery challan should be submitted along with the original bills routed through bank or if submitted directly to BHEL finance department.

14) Modvat credit : (for Indian Bidders only) If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for this input material, the effect of proforma credit should be passed on to the purchaser. The Bidder under 'MODVAT' shall be preferred.

15) Validity: The offers shall be kept open for acceptance for 90 days from the date of Tender opening. Once the tenders are submitted, rates cannot be changed on any grounds.

16) Terms of Payment :

Indian Bidders - The payment term is 100% payment after 45 days of satisfactory acceptance of materials at BHEL, Tiruchy. As per policy, LC will not be opened. Offers with LC requests/advance payments are liable for rejection.

Foreign Bidders - Cash against documents - Payment will be made 45 days from the date of submission of complete set of documents as specified in the PO at our bank.

Requests for LC will be loaded at 1.5% of the basic charge.

17) BHEL prefers the manufacturers to quote directly. In case this is not possible and the offer is being submitted by an Indian agent, the following details are to be furnished along with the offer:

a.,,The letter from their Principal authorising the Indian agent to submit the offer on their Principal's behalf. In case the Indian agent submits offer on their own letter head then a covering letter (in original) from the Principal should be enclosed, clearly mentioning that they are bound by the offer submitted by the Indian agent on their behalf.

b.,,Precise relationship between foreign suppliers and their Indian agents and their mutual interest in business, should be clearly spelt out.

c.,,Any payment, which the agent receives in India or abroad, from the foreign supplier, whether as a commission or as a general retainer fee is to be mentioned in the offer.

d.,,All services to be rendered by the agent, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier and the Indian agent.

e.,,The amount of agency commission agreed to between the foreign principal and the Indian agent should be specifically disclosed and the agency commission will be paid in Indian Rupees only on satisfactory

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BHEL / MFG / Purchase / Equip
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completion of the contract.

f. For calculation of rupee equivalent of agency commission, exchange rate as prevailing on the date of order will be taken.

g. Copy of current agency agreement is to be enclosed without which the offer is liable for rejection.

18) Bank Guarantee (BG) - For FOREIGN VENDORS: The Bidder, in the event of an order, should furnish a bank Guarantee from any one of the attached list of consortium banks or counter-guaranteed by any one of this list of banks, at no extra cost in BHEL's Performa which will be provided by BHEL along with the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The Bank Guarantee should remain in full force and effect during the period that would be taken for successful completion of the contract and shall continue to be enforceable till 18 months from the date of last shipment with an additional claim period of two months.

19) Liquidated damages : Where the seller supplies or despatches the goods, Liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay or part thereof, subject to a maximum of 15% of the order value will be levied.

LD, if applicable, will be levied from the order delivery date to the date of Bill of lading/LR in case of CFR/FOR contracts and to the date of the inspection in case of FOB/Ex-Works contracts. Grace periods are not acceptable.

20) Risk purchase : Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned under liquidated damages.

21) The correspondence between the bidder and BHEL through email is considered to be valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

22) Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If

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no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalisation of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

23) Packing and marking : The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

24) Lowest price received against BHEL tenders need not be the technically acceptable one and in that case, BHEL reserves the right not to consider the same.

25) BHEL reserves the right to negotiate L1 rate or re float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

26) Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract.

27) BHEL/End customer reserve the right to inspect the item ordered at any stage at vendor's works.

28) Acceptance of TC before dispatch is must.

29) Date of price bid opening will be informed later after acceptance of offer on technical ground.

30) Bidders are to confirm all the above points in their "Technical and unpriced commercial bid". Incomplete offers will not be considered.

31) Integrity pact should be filled and submitted along with the offer.

Enclosures:

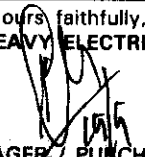
"LD clause has to be confirmed without fail."

"Payment to vendors will be made only thro E-Payment mode"

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Senior Manager
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BHEL, TRICHY - 620014


MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,

Product: **WELDED PIPES TO SPECIFICATION API 5L GRADE B- PSL 2**Document No.: **TDC:0:109**Rev. No.: **01**Effective date: **10-04-07**Page: **1 OF 3****RECORD OF REVISIONS:**

REV 00 --- FRESH ISSUE

- REV 01 ---
1. CL 1.1 modified to include API 5L PSL 2.
 2. CL 3.1 modified.
 3. CL 6.0 table for NDT insp methods added.
 4. CL 8.2 modified to give painting scheme.

1.0 SCOPE

- 1.1 This Technical Delivery Condition specifies the additional requirements for the delivery of welded pipes conforming to **API 5L Grade B - PSL 2 (Latest)**.
- 1.2 This TDC is supplementary to the mandatory requirements covered in the specification.
- 1.3 The size and quantity shall be as specified in the purchase order.

2.0 CHEMICAL COMPOSITION AND PROCESS

- 2.1 The steel shall be made by any one of the allowable processes as per specification.
- 2.2 The pipes shall be manufactured by any welding process acceptable to API 5L.
- 2.3 The chemical composition of the steel shall conform to the specification requirements in both ladle and product analysis.

3.0 DIMENSIONAL TOLERANCES

- 3.1 The dimensional tolerances for the outside diameter, out of roundness, wall thickness, weight and straightness shall be as per specification. However, the tolerance for the length will be as specified below:

Length 10 meters minus 0.0 mm and (plus) + 100 mm.

4.0 HEAT TREATMENT

- 4.1 The pipes shall be supplied in the heat treated condition as per specification

5.0 MECHANICAL TESTS**5.1 Tensile test :**

- | | |
|--------------------|---|
| a. Longitudinal |) As per specification. Also, the
) type, size & orientation of the
) test specimen shall be taken as
) per specification and the details and results shall be reported
in the test certificates. |
| b. Transverse | |
| c. Weld tensile | |
| d. Control tensile | |

- 5.2 Flattening test : As per specification.

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5.3 Guided bend test : As per specification.

5.4 Weld ductility test : As per specification.

6.0 NON DESTRUCTIVE TESTS

The weld seam shall be subjected to non destructive testing as per the table-1 given below.

WELD SEAM TYPE	NDT reqt
ELECTRIC	EMI or UT
SUBMERGED ARC	UT or RT
GAS METAL ARC	UT

EMI -- Electro magnetic inspection;
RT -- Radiographic inspection

UT -- Ultrasonic inspection;

6.2 In addition, each length of pipe shall be hydraulically tested in accordance with the specification.

7.0 REPAIR

7.1 Repair of base metal involving fusion welding is prohibited.

7.2 Wherever defects are rectified by mechanical means, the wall thickness requirements shall be satisfactorily met with and the surfaces shall be smoothly dressed up without any sharp edges.

8.0 MARKING AND PACKING

8.1 Markings and identifications shall be as per specification. In addition, each pipe shall be marked with Melt number and pipe serial number details.

8.2 All the pipes must be coated by two coats of Red oxide zinc phosphate primer to a minimum DFT of 60 microns on the outside surface unless specified otherwise in the P.O. and VCI pellets shall be provided inside, after thorough cleaning. End caps must be provided on all the pipes.

8.3 The pipes shall be packed suitably and despatched to avoid any damage during transit.

9.0 INSPECTION AND CERTIFICATION

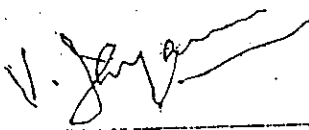
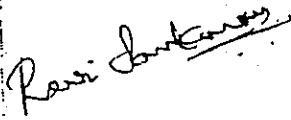

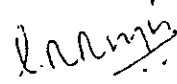
9.1 All the tests mentioned here shall be conducted at the works and the tubes must be supplied along with the Test certificates legibly written in English and furnishing the following details:

- Mechanical test results
- NDT results with reference standard
- Hydraulic test results

9.2 All the tubes must be inspected at the works and the test certificates shall be countersigned by an inspecting Authority as specified in the purchase order.

10.0 END USE

10.1 These pipes are intended for use in fuel lines in boilers.

			
PREPARED	REVIEWED		APPROVED
V. JAYARAMAN P.D. QA	C. REVISANKARAN Product QA	R. SESHARAJAN Engineering	C. R. RAJU DGM QA

CBF113664

TERMS AND CONDITIONS

1. OFFER:

Offer in ENGLISH LANGUAGE AND IN TRIPLICATE in a SEALED COVER SUPERSCRIBING the enquiry number and the due date shall be submitted addressed to:

**THE MANAGER / PURCHASE / FB
BHARAT HEAVY ELECTRICALS LIMITED
HIGH PRESSURE BOILER PLANT
THIRUCHIRAPPALLI – 620 014
TAMIL NADU
INDIA**

offers should be firm for net FOB Nearest Sea Port price and C&F chennai port, indicating the shipping specifications and the earliest delivery in respect of offers from overseas suppliers. Offers from indigenous sources shall be firm for FOR TIRUCHIRAPPALLI

2. DOCUMENTS:

(1) offers should be accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH and in TRIPLICATE, or otherwise, the offers will not be considered.

(2) in case overseas suppliers route their offer through their accredited selling agents, a letter of authority should be furnished mentioning the name and address of their selling agents, who are authorized to bid, negotiate and conclude a contract on their behalf.

3. AGENCY COMMISSION:

(1) in respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract.

(2) if overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers.

(3) copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier.

(4) for calculation of rupee equivalent of agency commission, exchange rate as prevailing on the date of order will be taken.

4. SPARES:

The tenderer should quote separately for spares that are required for two years trouble free operation. The spares offer should accompany the offer of main equipment, otherwise the quotations will be overlooked.

5. VALIDITY:

The offers for main equipment and spares shall be kept open for acceptance for 120 days (one hundred and twenty days) from the date of opening of the tender.

6. TEST CERTIFICATES, OPERATING AND MAINTENANCE MANUALS:

The tenderer shall clearly mention in their offer, that test certificates and operation and maintenance manuals, etc., as called for in the technical specification, in the required number of copies will be provided at no extra cost. If any amount is payable as extra, the same shall be indicated separately in the offer.

7. TERMS OF PAYMENT:

In the event of an order the purchaser will arrange for an irrevocable letter of credit against presentation of documents. Under no circumstances confirmed and irrevocable letter of credit will be established by the purchaser.

8. GENERAL:

(1) preference will be given to suitable indigenous or ex-stock in ported offers, failing which imported offers from incoming consignment against the indigenous supplies "stock and license" will be accepted, if "stock and sale license" is not available with the indigenous suppliers, the same shall be indicated in their offer.

(2) bank guarantee: the supplier in the event of an order, should furnish a bank guarantee from an approved bank at no extra cost in a Performa which will be supplied to the supplier, along with the order, for an amount equivalent to 10% of the value of the contract. The bank guarantee should remain in full force and effect during the period that would be taken for successful completion of the contract and shall continue to be enforceable till 12 months from the date of receipt of consignment at purchaser's site or 18 months from the date of last shipment at the port of delivery whichever is earlier.

9. LD/ PENALTY AND INTEREST ON ADVANCES FOR DELAY IN DELIVERY:

" if the supplier fails to delivery the raw materials / equipment / components within the period specified in the contract the purchaser shall deduct liquidated damages a sum equivalent to 0.5% of the price for each week of delay upto a maximum of 15% of the price of the delayed / undelivered goods, in addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of total system, LD and interest on advances will be recovered on the total contract price / total advance paid"

TERMS AND CONDITIONS

1. **QUOTATIONS:** Each tender should be sent in double cover, inner cover should be sealed with tenderer's distinctive seal and super scribed with correct tender no. Item of supply and due date of opening the outer cover should only bear the address of this office and should not have any indication that a tender is within. Two or more quotation should not be sent in one cover but the quotation against each tender should be sent separately to avoid confusion. Tender should not be addressed to any individual's name but only by designation.

b) Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

c) Price should be net F.O.R. dispatching station inclusive of risk in transit and remain valid for 60 days from the due date.

d) If any sales tax is payable as extra to the quoted price it should be specifically stated in quotations along with CST & TNGST no falling which the purchaser will not be liable for payment of sales tax. Our T.N.G.S.T no 3560005 dt. 01.04.1995 CST no 239383 dt. 11.06.1991

e) No revision of prices will be entertained after tenders are opened.

f) Manufacturer's name trademark or patent no if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

g) Products with I.S.I certification marks will be preferred.

h) The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or full without assigning any reason whatsoever.

2. **SAMPLES:** Wherever possible sample should be submitted separately whether specifically requested or not so as to reach the purchaser on or before the due date of the enquiry. They should be clearly marked with the enquiry no and the date on the outside cover to facilitate identification.

3. **PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

4. **TERMS OF PAYMENT:** Payment will be made within 30 days of satisfactory receipt of materials at site. Wherever required by the purchaser, the successful tenderer must send the Operation and Maintenance manuals, Test Certificates, drawings, etc., for the materials ordered. These should be sent immediately after dispatch of the materials and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods dispatched either by V.P.P or by the document presented through bank will not be accepted unless agreed to by the purchaser.

The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173 c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chetan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.

5. **SECURITY DEPOSIT:** For purchases over Rs. 5000/- the successful tenderers may be requested to furnish a Bank Guarantee, Security deposit for an appropriate value as may be determined by BHEL

6. **LIQUIDATED DAMAGES PENALTY AND INTEREST ON ADVANCES FOR DELAY IN DELIVERY:**

If the supplier fails to deliver the raw material equipment components within the period specified in the contract the purchaser shall deduct liquidated damages a sum equivalent to 0.5% of the price for each week of delay up to maximum of 15% of the price of the delayed undelivered goods. In addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of total system, LD and interest on advances will be recovered on the total contract price total advance paid.

7. **RISK PURCHASE:** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefore. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 6 above.

8. **PREFERENTIAL DELIVERY:** It should be noted if a contract is placed on a higher tenderer as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R destination, including all eliminates of freights. Sales tax, duties and other incidents, incidental in case of failure to complete suppliers in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

9. **MODVAT CREDIT:** If any Excise Duty is payable, the chapter head / Sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for this input material, the effect of Proforma credit should be passed on to the purchaser. Tenderer under "MODVAT" shall be preferred.

10. **PURCHASE:** Preference will be given to CPSUS as per Government guidelines.

11. **GENERAL:** The purchaser reserves the right to split up the tender and place order for individual terms with different tenderers and also increase or decrease the quantity.

Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 60 DAYS FROM THE DATE OF COMPLETION OF WARRANTY PERIOD)

PERFORMANCE BANK GUARANTEE

In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at “BHEL House”, SIRI Fort, New Delhi 110 049) through its High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli- 620 014 (hereinafter called ‘the Company’) having entered into a contract withhereinafter called ‘ the said contractor ‘ which term includes ‘suppliers’ for the purpose of this Bond and under the terms and conditions of the contract No..... Dt Between BHEL, Trichy and as per the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs. for the due performance of the equipment to be supplied under the above referred contract and for the fulfillment of all the terms and conditions of the contract, We(indicate the name of the bank) (herein after referred to as the bank) at the request of (Contractor(s)) do here by undertake to pay the company an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) ‘failure to perform’ the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We.....(indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (I) Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.

6. We(indicate the name of Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

11. We(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we....., (indicate the name of Bank) have hereunto setout Bank Seal the _____ day _____ month 200

BANK E-MAIL ID:
BANK PHONE NO.
BANK FAX NO:

List of Consortium Bank

Nationalised Bank		Nationalised Bank	
1	Allahabad bank	18	United Bank of India
2	Andhra bank	19	Vijaya Bank
3	Bank of Baroda		Public Sector Banks
4	Bank of India	20	IDBI
5	Canara Bank		Foreign bank
6	Corporation bank	21	CITI Bank N.A
7	Central bank	22	Deutsche Bank AG
8	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
9	Oriental bank of Commerce	24	Standard Chartered Bank
10	Punjab National Bank	25	The Royal Bank of Scotland N.V.
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 –Independent External Monitor(s)

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

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

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

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

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

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

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____
