

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)
TERMS AND CONDITIONS FOR TENDER ENQUIRY**

This Format is to be submitted in original duly signed by bidder. Deviation, if any, is to be brought out clearly in Schedule of Commercial deviation giving clause wise deviation. Any condition / clarification / deviation mentioned elsewhere may not be accepted.

Sr. No	Proposed Terms & Conditions Enquiry No: E-4583197 dtd 20.10.08, NIT No: 5607 date of Issue 17.11.08.
1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 10.30 PM of the due date of opening in Material Management Division, Transmission Business Group, BHEL, Integrated Office complex, Lodhi Road, New Delhi – 110 003. Ph: 01141793425, 41793110 Email: alok@bhelindustry.com; dkprasad@bhelindustry.com</p> <p>3. The same shall be opened at 10: 30 AM on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>4. Bids are to be submitted in Two parts: i) Techno-commercial bid (Part I) – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid. ii) Price bid (Part II) – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p>Note:1 Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening. NOTE 2: AUTHORIZED SIGNATORY SHOULD AUTHENTICATE TENDER DOCUMENTS.</p> <p>5. For any Technical clarification, please contact Mr. MAHESH KUMAR, SR DGM/ TBEM / Mr. SATISH NAYYAR AGM / TBEM BHEL, Integrated Office Complex, Lodhi Road, New Delhi – 110 003 Phone : 011- 41793225, maheshkumar@bhelindustry.com; 011-41793299; snayyar@bhelindustry.com</p>

Sr. No	Proposed Terms & Conditions Enquiry No: E-4583197 dtd 20.10.08, NIT No: 5607 date of Issue 17.11.08.
	<p>Fax : 011 – 24369016 , 24369509, 34365869.</p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p>
2.	<p>PRICES:</p> <p>A. All prices shall be FIRM. No enhancement of rate on account of material / labour/ FE variations or any other reason will be allowed.</p> <p>B The break up of the prices shall be as mentioned in the schedule of price format.</p> <ul style="list-style-type: none"> i) Ex-Works price for Indian vendors & FOB / CIF- destination port for foreign vendor. Inland Insurance, forwarding, all expenses till loading on vessel at port of loading are to be included in the FOB price. ii) Freight & Insurance: F&I from works to site for Indian vendors is required to be quoted. Take of price for Insurance charges from port of loading to port of discharge is required to be quoted for foreign vendors. iii)) Type Test charges: If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them. iv) Supervision of Erection, Testing & Commissioning: The same is to be quoted on LUMP-SUM basis. Per Diem rates is also required to be quoted. <p>Note:</p> <ul style="list-style-type: none"> i) The purchase order shall be placed on Ex-works/ FOB basis. ii) Evaluation shall be done on minimum cost basis to the buyer. Overall minimum prices at discharge port shall be the criteria for evaluation for foreign vendor and minimum price at site for Indian vendors. If both foreign and Indian vendors quote than comparison will be on landed cost at site. For foreign vendor, BHEL transport contract rates / freight charges will be added to CIF/FOB for evaluation. iii) Price offer should clearly mention breakup of FREIGHT and INSURANCE upto DISCHARGE PORT – MUMBAI.

Sr. No	Proposed Terms & Conditions Enquiry No: E-4583197 dtd 20.10.08, NIT No: 5607 date of Issue 17.11.08.
3.	<p>TERMS OF PAYMENT :</p> <p><u>For BOIs (non package items)</u> 100% payment along with taxes, duties, freight & insurance (if applicable) within 60 days from date of receipt of invoice. The invoice must contain the following documents in three sets (original + 2 copies).</p> <ul style="list-style-type: none"> - Receipted Bill of lading/ Airway bill/ LR - Excise invoice (where ED re-imbursement is required). - Delivery Challan / Packing list (case wise). - Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable). - Despatch clearance given by BHEL - Guarantee Certificate - All test reports and inspection reports - Certificate of Origin OF Goods issued by Chamber of Commerce of that country or any other authorized organization of that country. - Performance bank guarantee copy <p><u>Terms of payment for Type test charges: (If applicable)</u> 100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u> 100% payment against completion with taxes and duties on certification by BHEL site within 60 days from the date of receipt of clear invoice.</p> <p><u>Mode of Payment:</u> Payment shall be made through irrevocable Letter of Credit. All bank charges are on beneficiary account.</p> <p><u>Note:</u> Invoices are to be made with clear nomenclature description of equipment so that there is no difficulty in custom clearance.</p>
4.	<p>INTEREST LIABILITY</p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p>GUARANTEE :</p> <ul style="list-style-type: none"> • Defect liability & Period: The Supplier warrants that the GIS supplied shall be free from defects in the design, engineering, materials and workmanship. The period shall be Four & half years from date of its receipt at site or four years from its commissioning or three years from the date of issue of Taking Over Certificate of the Generating Unit first commissioned (Scheduled date: 16.10.10) or two years from the date of issue of Taking Over Certificate of the generating unit which is commissioned last (scheduled date: 28.02.2011) whichever happens earlier. <p>Note: This clause shall replace earlier clauses mentioned elsewhere in the tender enquiry.</p> <ul style="list-style-type: none"> • Liability for latent defects warranty shall be limited to 5 years commencing from the end of defect liability period. • The defects liability period for spares will be 24 months from commissioning of the equipment. In case of any failure in the original component / equipment due to the faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced with out any extra cost to the Employer unless a joint examination and analysis by the Employer and Contractor of such spare parts prove that the defect found in the original part

Sr. No	<p>Proposed Terms & Conditions Enquiry No: E-4583197 dtd 20.10.08, NIT No: 5607 date of Issue 17.11.08.</p> <p>that failed, can safely be assumed not to be present in spare parts. Such replace spare parts will have the same defect liability as applicable to the replacement made for the defective original part / component provided that such replacement for the original equipment and the spare replaced are again manufactured together.</p> <ul style="list-style-type: none"> For long term requirement of spares that may be ordered to cover requirements beyond 5 years of initial operation of the plant, the warranty will be till the trouble free operation if used within a period of 24 months from the date of delivery at site, the warranty period will be 24 months from the date they are put to use of trouble free operation. In addition to the spares offered now, if further needs of certain particular items of spares arise, the supplier will submit the prices and delivery quotation for such spares within 30 days of receipt of such request with a validity period of 6 months. The supplier shall guarantee the long term availability of spares to the Purchaser for the full life of the equipment. <p>Note: This clause shall replace earlier clauses mentioned elsewhere in the tender enquiry.</p>
6.	<p>SECURITY CUM PERFORMANCE BANK GUARANTEE : Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><u>Option A</u> A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p><u>Option B</u> BG for 10% of the total Ex-works PO value, valid for 24 months from the date of first delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.</p> <p><u>Option C</u> Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 24 months from the date of first delivery.</p> <p>The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Lodhi Road, New Delhi – 110003 (INDIA).</p>
7.	<p>FINAL ENGINEERING DOCUMENTATION: Final documentation as called in the specification is to be submitted within 3 months from the date of despatch of material. In case of default, the Performance BG is liable to be en-cashed.</p>
8.	<p>INSPECTION : BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL.</p> <p>Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p>

Sr. No	Proposed Terms & Conditions Enquiry No: E-4583197 dtd 20.10.08, NIT No: 5607 date of Issue 17.11.08.
9.	DESPATCH DOCUMENTS : <ul style="list-style-type: none"> - Copy of Bill of lading / Airway bill / LR - Copy of delivery challan / packing list - Guarantee certificate.
10.	DELIVERY PERIOD: Bidder to specify delivery period in weeks from the date of LOI / PO. Time for conduction of type test, if required, is to be separately indicated. Note: LR / BL/ Airway bill date or Invoice date whichever is later shall be considered as delivery date.
11.	DELAYED DELIVERY: LIQUIDATED DAMAGES The rate of levy of Liquidated damages for delayed delivery / completion of work shall be at the rate of 0.65% of the contract price per week with a maximum ceiling of 10% of the contract value Note: This clause shall replace earlier clauses mentioned elsewhere in the tender enquiry
12.	VALIDITY : The offer shall be valid for 120 days from the due date of opening.
13.	ACCEPTANCE / REJECTION OF TENDER : BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.
14.	EVALUATION : Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.
15.	DEVIATION : The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.
16.	ARBITRATION : All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.
17.	LEGAL SETTLEMENT : All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi..
18.	SUBCONTRACTING : In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.
19.	RISK PURCHASE : In case the successful bidder fails to supply or fails to comply with the terms &

Sr. No	Proposed Terms & Conditions Enquiry No: E-4583197 dtd 20.10.08, NIT No: 5607 date of Issue 17.11.08. conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.
20.	ADJUSTMENT OF RECOVERY: Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
21.	FORCE MAJEURE CONDITION: If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.
22	Conversion to single currency: BHEL will convert all the prices expressed in other than Indian Rupee in to Indian Rupee at the selling exchange rate in India on the date of price bid opening for the purpose of evaluation
23	Demurrage/ Wharfage: For the reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any, paid by BHEL (for stated reasons).
24	Indemnity (Against Patents / Trademarks etc) : The supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the said supply from any rights protected by patent registration of design or trade mark; provided always that in the event of any claim in respect of an alleged breach of patents registered design or trademark being made against. The purchaser –the-latter shall notify the seller of same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement of deal with any litigation that may arise there from.
25	“REVERSE AUCTIONING”: BHEL shall reserve the right to exercise an option for “REVERSE AUCTIONING” if required.
26	Integrity Pact The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract. 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. Name of Independent External monitor to be considered (IEM): Shri Kanwarjit Singh, Address: D 6/12, Vasant Vihar, G.F, New Delhi- 110 057, Ph: 9868109389
27	Procurement will be from manufacturers only. Vendor should submit offers directly. However in case of involvement of any representative the details of the same along with the copy of the agreement should be submitted in the first part of the offer. Principal manufactures must ensure that the nominated representative do not represent any other manufacture for the same item. Authorized signatory should authenticate tender documents

Note: BHEL reserves the right to cancel this enquiry at any point of time. Bids of only customer approved vendors will be processed.

Signature of Bidder
Seal

SPECIAL TERMS & CONDITIONS AND QUALIFYING CRITERIA

PROJECT: PARBATI – III GIS OPEN TENDER

SL NO	ISSUES
1	<p>Delivery requirement - 31.12.2009 at site HOWEVER BIDDER MAY PLEASE INDICATE BEST DELIVERY SCHEDULE FROM THE DATE OF P.O IN THE ACTIVITY SCHEDULE. Port of discharge for imported consignments: Mumbai, India.</p>
2	<p>Taxes & Duties: The project is accorded mega project status and hence taxes and duties as applicable are as under: a. Customs Duty / CVD - Nil b. Service Tax - Applicable towards supervision of Erection, Testing & Commissioning as per the prevailing rate. Mega Project Certification for availing tax exemption for Customs Duty & CVD shall be made available.</p>
3	<p>TRANSFER OF OWNERSHIP Ownership of the Equipment / Material (including spare parts) to be imported into the country where the Site is located shall be transferred to the Purchaser / Purchaser's Customer upon loading on to the mode of transport to be used to convey the equipment / material from the country of origin to that country and upon endorsement of the dispatch documents in favour of the Purchaser / Purchasers Customer.</p>
4	<p>SITE REGULATIONS & SAFETY The Supplier shall be responsible for the safety of their personnel during the Supervision of Erection, Testing & Commissioning of GIS and as such all site regulations and safety regulations prevailing shall be followed. LOSS OR DAMAGE TO PROPERTY, ACCIDENT etc.</p> <ul style="list-style-type: none"> • Supplier to assist BHEL for assessing the extent of damage for claim settlement. • Accident or injury to persons of supplier during supervision of erection, testing & commissioning: To be in the account of supplier.
5	<p>Responsibility indicator:</p> <ul style="list-style-type: none"> a. Customs clearance - By BHEL. Any taxes to be paid at the discharge port for clearing the material is in BHEL's scope. b. Inland Transportation in India – By BHEL. c. Inland Insurance in India - By BHEL d. Insurance at Site - By BHEL e. Cargo Insurance up to port of discharge- by Vendor f. Site Storage - By BHEL g. Erection of Equipment - BY BHEL under supervision of Vendors h. Testing & Commissioning - By Vendor i. Performance Guarantee Test - By Vendor j. Handing Over to Customer after PG test - BHEL & Vendor

6	<p>Information of Contractor about Location: The Parbati Hydroelectric Project Stag III is located in Kullu district of Himachal Pradesh in the lesser Himalayan zones Project Headquarter is proposed at Sainj which is about 258 km from Chandigarh on Chandigarh- Manali National Highway NH-21. The nearest broad gauge railhead is at Kiratpur, which is 190km away. The Nearest Airport is located at Bhuntar. The approximate distance of Sainj (project head quarter) from different important towns are as below:-</p> <table> <tr> <td>From Bhuntar (Airport) -</td><td>36 Km</td></tr> <tr> <td>From Delhi -</td><td>508 Km</td></tr> <tr> <td>From Chandigarh -</td><td>258 Km</td></tr> <tr> <td>From Kiratpur -</td><td>190 Km</td></tr> <tr> <td>From Shimla -</td><td>208 Km</td></tr> </table>	From Bhuntar (Airport) -	36 Km	From Delhi -	508 Km	From Chandigarh -	258 Km	From Kiratpur -	190 Km	From Shimla -	208 Km
From Bhuntar (Airport) -	36 Km										
From Delhi -	508 Km										
From Chandigarh -	258 Km										
From Kiratpur -	190 Km										
From Shimla -	208 Km										
7	No de-stuffing of the consignment at port should be done. Suppliers engineer shall be present while de stuffing at site before storage										
8	All the special instruments and gadgets required for erection and commissioning shall be arranged by the vendor										
9	<p>Please refer the technical question asked by one of the vendor:</p> <p>QUESTION:</p> <p>We have a question about connection for transmission line. Please refer to the attachment for SPEC. section 2, page 2 of 26 and SPEC drawing NH/DEM/PBT-III/CP/03. Please advise urgently which connection is correct, SF6/Air Bushing or Power Cable".</p> <p>ANSWER:</p> <p>CONNECTION TO THE LINE BAYS FROM GIS SHALL BE THROUGH POWER CABLE AS SHOWN IN THE DRAWING NH/DEM/PBT-III/CP/03 enclosed with the tender enquiry.</p>										
10	<p>Pre- Qualifying Criteria:</p> <ul style="list-style-type: none"> It shall be as per following 2 sheets having headings- 'Qualification Criteria' and 'Letter of Authorization' 										

QUALIFYING CRITERIA

Sl. No.	Items of Facilities	Name of Sub-Contractors / Vendors and Nationality	Country of origin of Goods	Specific Qualification Criteria
9.0	GAS INSULATED SWITCHGEAR			<p>The Sub-contractor/vendor:</p> <ul style="list-style-type: none"> i) Should have successful experience in last 15 yrs in designing, manufacturing, supply, installation, testing & commissioning of 420 kV GIS having Minimum 24 (twenty four) Bays of GIS equipment having rated voltage 420 KV that are under successful operation. ii) Should attach a copy (ies) of the following as evidence: <ul style="list-style-type: none"> a) Successful Commissioning Certificate issued by the respective Project Authorities/ Owner. b) detailed communication address of the concerned Project Authority / Owner. iii) Letter of authorisation as per Annex-1 enclosed to this Attachment. iv) Should be an ISO certified company. <p>Documentary evidence along with the complete details of the company profile be furnished.</p>

Annex-I

LETTER OF AUTHORISATION

No. _____

Dated : _____

To,

National Hydroelectric Power Corporation
NHPC Office Complex
Sector-33, Faridabad
Haryana

Subject: Lot-IV: Electro-Mechanical Works of Parbati HE Project (Stage-III).

Dear Sirs,

We, M/s _____, who are established and reputed manufacturers of _____, having factories at _____ (address of factory) do hereby agree to supply _____ {item (s) of equipment} manufactured by us to M/s _____ (Name and address of Contractor) under the contract agreement No. _____ dt. _____.

We further undertake that we shall be directly responsible to the Employer for guarantees & warranties for the item (s) of equipment manufactured by us and shall be jointly and severally responsible with M/s _____ (Name of the Contractor) for the performance of the Contract(s), for the items of equipment mentioned above.

Yours faithfully,
For & on behalf of M/s _____

Station:
(Office Seal)

Signature:
Name:

Date:

Note: This Letter of Authorisation should be on the letterhead of the subcontractor / manufacturer and be signed by a person competent to bind the subcontractor / manufacturer. Power of attorney in favour of this person to do so may be enclosed with this Letter of Authorisation.



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 Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to 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 demand from his sub-contractors a commitment consistent with this Integrity Pact. 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.
- 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 when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

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

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

SCHEDULE OF PRICE (Part II)

NAME OF THE VENDOR:

ADDRESS OF WORKS:

CURRENCY:

PORT OF LOADING:

(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

TENDER ENQUIRY NO. E- 4583197 dtd: 20.10.2008

NIT NO: 5607 DTD 17.11.2008

S.No.	Description of Item - AS PER THE BOQ	Unit	Qty.	Unit Price - FOB	Total -FOB	Unit Price - CIF - DESTINATION PORT.	Total - CIF - DESTINATION PORT.
a	b	c	d	e (***)	f (***)	g	h
1	420 kV GIS as per the specification.						
2	Mandatory Spare parts						
2.1 to 2.11							
3	Special Tools						
3.1 3.2 3.3							
4	Testing Instruments (Item wise price)						
5	Spervision of Erection, Testing & Commisiioning inclusive of testing						
6	Training at suppliers works for 45 man-days.						
A	TOTAL						
B	FREIGHT & INSURANCE CHARGES FROM WORKS TO SITE (For Indian Vendors).						
C	GRAND TOTAL.						

TAKE OFF PRICE: (TO BE PROVIDED NECESSARILY FOR FOREIGN VENDORS)

D	Insurance from the Port of Loading to Port of Discharge.		
---	--	--	--

NOTE:

- PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICE BLANKED) SHALL BE FURNISHED ALONGWITH TECHO-COMMERCIAL BID.
- REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.
- THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.
- BIDDERS TO ENSURE COMPLETENESS OF THE SYSTEM AS MENTIONED IN THE TECHNICAL SPECIFICATIONS.
- (***) FOB PRICE FOR FOREIGN VENDORS & EX-WORKS FOR INDIAN VENDORS.
- Price offer should give value of FOB- loading port, CIF-discharge port, break up of freight & Insurance from loading port to discharge port for foreign vendors.

SIGNATURE AND SEAL
TENDERER

Enquiry No;

Project:

Vendor:

DETAILS OF PACKAGES

- NO OF PACKAGES
- SIZE
- WEIGHT
- CONTAINER CARGO OR LOOSE
- NO OF CONTAINERS

Note: The above is required for arranging Road Transport from Port to Site.

ACTIVITY SCHEDULE**(To be filled – up by the supplier)**

NOTE: This format is to be submitted in original only, duly filled in. Reproduction of this format on bidder's letter head or on other paper is not acceptable.

SL. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	CUMULATIVE TIME IN WEEKS FROM LOI/PO DATE	REMARKS IF ANY
1.	Submission of documents necessary for getting manufacturing clearance like Drawings, date sheet etc.			
2.	Approval of documents in Cat-I from BHEL / Customer *			
3.	Manufacturing time			
4.	Inspection call			
5.	Customer Inspection and Despatch Clearance			
6.	Transportation to destination.			

Note : 1) * Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.

2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.

3) Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of
Supplier

Date:

CHECKLIST**SCHEDULE OF INFORMATION TO BE FURNISHED WITH THE OFFER**

NOTE: This format is to be submitted in original only, duly filled in. Reproduction of this format on bidder's letter head or on other paper is not acceptable.

Put a tick mark on "YES" if the information is enclosed with the offer or put a tick mark on "NO" if the information is not enclosed or write "NOT APPLICABLE" if the information is not applicable.

1.	Technical offer with detailed schedule of equipment / material and spares enclosed.	YES / NO
2.	Guaranteed Technical Particulars as per Section – 4 enclosed.	YES / NO
3.	Schedule of deviation, if any, clause wise with respect to Technical Specification enclosed.	YES / NO
4.	Standard Manufacturing Quality Plan enclosed.	YES / NO
5.	GA Drawings with dimensions and weights & foundation / fixing details enclosed.	YES / NO
6.	Drawing and Data submission schedule enclosed.	YES / NO
7.	Type Test Reports enclosed.	YES / NO
8.	Bar Chart showing the schedule indicating time required for design, manufacture, test and inspection, transport, erection, site testing and commissioning enclosed.	YES / NO
9.	Makes of all components as per technical Specification enclosed.	YES / NO

The above checklist is verified for:-

Offer Ref. :
 Equipment :
 Submitted by : M/s
 Project Reference. :

Signed with Seal

Date

SCHEDULE OF TECHNICAL DEVIATION

ENQUIRY NO: E - 4583197

DTD: 20.10.2008

The following are the deviations/ variations exception from the Technical Specifications:

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications,

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

**This Format is to be submitted in original duly signed by bidder.
Reproduction of the same in any sort is not acceptable.**

Place:
Date :

Signature of the authorised representative of

Bidder's name :.....
Designation:.....
Company Seal:.....

SCHEDULE OF COMMERCIAL DEVIATION

TENDER ENQUIRY NO. E- 4583197

DTD: 20.10.2008

The following are the deviations/ variations exception from the General Terms and Conditions:

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

**This Format is to be submitted in original duly signed by bidder.
Reproduction of the same in any sort is not acceptable.**

Place:
Date :

Signature of the authorised representative of

Bidder's name :.....
Designation:.....
Company Seal:.....