

NIT, QUALIFYING CRITERIA & COMMERCIAL TERMS AND
CONDITIONS

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**CHP- Extension of coal
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NIT & QUALIFYING CRITERIA

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NOTICE INVITING TENDER (NIT) / INVITATION FOR BIDS (IFB)

1	Tender inviting officer / Authority, Designation and Address.	Sr. Deputy General Manager (MM) / BG I (B), BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012
2	Name of Work and Place of work.	Civil, Structural and Architectural works (RCC Box pushing tunnel and other underground RCC structures) for the extension of CHP for 2 x 250 MW SIKKA TPP, EXTN. UNIT 3 & 4, Dist. Jam Nagar, Gujarat.
3	Tender Reference no.	88/11/6016/SV dated 24-08-2011
4	The period of completion of work.	12 months from the date of LOI
5	Earnest Money Deposit (EMD)	Rs. 2,00,000.00 (Rupees Two Lakhs Only)
6	Due date, Time and place for submission of tender.	12-09-2011, Up to 02.30PM ISG Tender box placed at the Reception of ISG & EPD. BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012
7	Place, Date and time of Tech. Bid opening	BHEL-ISG office, 12 -09 -2011 , Techno-commercial offers will be opened at 03.00 PM on 12-09 -2011 in the presence of the vendors who choose to be present. Price bid will be opened after the Techno-Commercial evaluation and our acceptance of the same. Price bids of the accepted tenders will be opened subsequently and the date will be intimated separately.
8.	Qualification Criteria	<u>i) TEHCHNICAL</u> Vendors should have experience for having executed following works: a) RCC box type pushing (Jacking) type tunneling works below “ <u>Running Rail / Road traffic</u> ” or “ <u>for passage, subways, canal etc.</u> ” AND b) Work of “underground RCC structures / water retaining structures (other than tunnel works)”.

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ii) FINANCIAL

Vendor should meet the financial aspects as given below:

- a) Average annual turnover during the last 3 years, ending 31st March-2010, should be at least ₹9.20 Crores.
- b) Experience of having successfully completed works mentioned at “ i (a) ” above during last 7 years as on date of tender submission with the following:
 - Three similar completed works costing not less than an amount of ₹ 12.26 Crores

or

 - Two similar completed works costing not less than an amount of ₹15.33 crores.

or

 - One similar completed works costing not less than an amount of ₹24.53 crores.
 - Vendor should not be banned by any BHEL unit or Government of India or Government of Gujarat.

Work completion certificate duly attested by the concerned department with other supporting documents for the above qualifying criteria shall be submitted by the bidders along with their techno-commercial offer.

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		<p>- Vendor shall also submit the technical details of tunnel work executed along with documentary evidence and completion certificate along with the technical offer.</p> <p>In case, bidders do not meet the qualifying criteria said above individually, then they can participate in this tender as a consortium team in association with other agency having the experience either in “Box type tunneling work” or “Water retaining structures -other than tunnel works” and vice versa.</p> <p>In such case “Consortium agreement” shall have to be executed and submitted along with Techno-Commercial bid, which shall be binding on the bidders.</p>
9	Mode of Submission of tender	<p>Duly stamped & Signed Bids to be submitted in Three covers as below:</p> <p>a.) Techno-Commercial details containing the original copies of technical Specification, schedules, technical formats drawings and commercial terms / Conditions etc.</p> <p>b.) Containing original price offer as per enclosed schedule.</p> <p>c) EMD for Rs. 2.00 Lakhs in the form of DD or Pay Order.</p>
10	Price bid.	Price bids of the vendor approved by Customer only will be opened.
11	Integrity pact	Bidders shall submit the Integrity pact as per the enclosed format.



PROJECT:
2X250 MW SIKKA TPS EXPANSION
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NAME OF THE BIDDER :

TENDER REFERENCE : 88/11/6016/SV

PROJECT : 2x250 Mw Sikka Tps Expansion Project Unit 3 & 4-
Sikka, District: Jamnagar.

NAME OF THE WORK : Civil, Structural and Architectural works (RCC Box
pushing tunnel and other underground RCC
structures) for the extension of CHP for 2 x 250
MW SIKKA TPP, EXTN. UNIT 3 & 4, Dist. Jam
Nagar, Gujarat.

I. Commercial Terms And Conditions:

SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
1.	Scope of Work	Scope of work includes Design, Engineering, supply and construction / erection for Civil, structural and architectural works as described in the tender documents.	
2	Price Basis	<u>UNIT RATE BASIS</u> Unit rates shall be quoted by the bidder for the items described in the BILL OF QUANTITY (provided with the tender document). The quantities given in the Bill Of Quantity are tentative and are likely change to any extent depending on detail engineering. Unit rate for the items shall be inclusive of all taxes and duties (except SERVICE TAX WITH EDUCATIONAL CESS AND WCT UNDER VAT act.) and also applicable for any quantity. Rates quoted are firm till the completion of project.	
3	Taxes	All taxes (except Service Tax & WCT under VAT act.) for the contract shall be borne by the bidder and shall not be payable extra. No statutory variation is applicable on the same. The quoted rates / price are inclusive of all such requirements.	



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SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
		<p><u>SERVICE TAX:</u></p> <p>Service tax (including educational cess) <u>at full rates</u> as legally leviable and payable by contractor under applicable law <u>shall be reimbursed extra by BHEL against Tax Invoice</u>. Contractor shall furnish proof of service tax registration with the central excise department.</p> <p>Registration shall bear endorsement for the premises where the billing shall be done by contractor on BHEL for this project.</p> <p>Excise duty paid on input goods including capital goods used for providing the output service and service tax paid on input service can be taken as credit against the service tax payable on contractor output service. <u>Quoted price should be net of these input taxes.</u></p> <p><u>WCT under VAT act.</u></p> <p>Contractor should be registered under VAT act of the respective states. A copy of registration certificate shall be produced as proof of the same. <u>Contractor shall pay VAT on works contract under composition scheme, which would be reimbursed to contractor extra at actuals. Applicable rate of VAT on WCT under "Composition scheme" is to be indicated in the bid.</u> Copy of tax paid challan, copy of return showing BHEL portion of job value separately and other necessary documents to BHEL as required under VAT act/rules should be produced, so that BHEL can get the benefit of deducting contractual transfer price under the respective VAT act while discharging its output liability. Before commencement of work, permission to pay VAT on works</p>	



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		contract at composition rates shall be obtained from VAT authorities and a copy of same is to be furnished along with the first bill. TDS on VAT on works contracts, wherever applicable as per state VAT act, shall be deducted from sub contractor bills and remitted to VAT authorities for which TDS certificates would be issued by the employer.	
4.	Terms of Payment.	<p>Payment shall be made to the contractor based on the actual quantity of work done, measured, entered in the measurement book and certified by the engineer-in-charge of BHEL-ISG. The certified quantity multiplied by the approved unit rate against respective item shall be the billing amount subject to terms of payment as described below:</p> <p>I. 90% progressive payment of the total value of RUNNING ACCOUNT BILL after certification from the Resident Manager / Engineer in charge.</p> <p>II. 5 % shall be released after the completion of reliability run (COD), which is scheduled tentatively in the month of October-2013 and against the certification by BHEL / GSECL.</p> <p>III. Remaining 5 % shall be released on the successful completion of Performance Guarantee (PG) test and receipt of certificate for the same from GSECL. The PG test shall be conducted within three months from the date of reliability run.</p> <p>Progressive payment for the works shall only be made after the issue of certificate by engineer, one for the quantum of work completed and the other by field quality surveillance representative for the successful completion of quality check points involved in</p>	



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		<p>the quantum of work billed.</p> <p>The payment for running bills will normally be released within 30 days of submission of running bill with measurement book. Bidder shall make their own arrangement for making payment of labour and other dues in the meantime.</p>	
5.	Earnest Money deposit	<p>An amount of Rs. 2 lakhs only as EMD shall be deposited in the form of DD (as permissible under income tax act), Pay-order or bank draft in favour of BHEL in a separate cover with the offer. In case of cash deposits, the money shall be deposited with finance dept. of BHEL and the cash receipt shall be submitted with the offer. Offer shall be liable for rejection, in case no EMD as above is found in the cover marked as 'EMD'.</p> <p>The 'EMD' by the tenderer will be forfeited if</p> <ul style="list-style-type: none"> - After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. - The tenderer does not commence work within a period of 15 days after the award of the contract. <p>The EMD of unsuccessful bidders shall be returned within 15 days of acceptance of award of work by the successful tenderer. EMD shall not carry any interest.</p>	



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6.	Security deposit	<p>Security Deposit shall be furnished by the successful bidder. The rate of security deposit will be as below:</p> <p>--Up to Rs.10 Lakhs : 10%</p> <p>--Above Rs.10 Lakhs up to Rs.50 Lakhs : Rs.1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs.</p> <p>--Above Rs.50 Lakhs Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs.</p> <p>Security Deposit should be furnished before the start of the work in any of the following forms :</p> <p>i) Cash (as permissible under the Income Tax Act)</p> <p>ii) Pay Order, Demand Draft in favour of BHEL.</p> <p>iii) Local cheques of scheduled banks, subject to realization.</p> <p>iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).</p> <p>v. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.</p> <p>Vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back..</p> <p>vii. Security deposit can also be recovered at</p>	



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		<p>the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may recovered from the running bills.</p> <p>viii. EMD of the successful tenderer shall be converted and adjusted against the security deposit.</p> <p>ix. The security deposit shall not carry any interest.</p> <p>NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>Security deposit shall be refunded to the contractor after successful completion of the PG test as explained above subject to submission of Bank guarantee for 10% of the total contract value towards performance, which shall be valid up to defect liability period.</p>	
7.	Defect liability period	The contractor shall be responsible for any defect in civil, architectural and Structural works performed for a period of 15 months commencing immediately after the " <u>reliability run (COD)</u> ". In case of any defective work coming to the notice within the defect liability period, the same shall be made good by the contractor at his own cost.	
8.	Receipt of Material from BHEL / Customer.	The contractor shall receive the material supplied to site or issued from the BHEL store for construction purpose and is responsible for unloading, storage, security of the issued	



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		material and shifting to the work place etc. Contractor is fully responsible for any theft or damage of material which is under his custody.	
9	Visits to BHEL Bangalore, New Delhi, Sikka offices & Site	Visits as required to BHEL Bangalore, BHEL New Delhi, Sikka site, GSECL office at Vadodara and any other place for meetings / discussions shall be included by contractor in their offer. All expenditure on account of the same shall be borne by the contractor.	
10	Project Completion Schedule	12 months from the date of LOI	
11	Arbitration	Subject to Bangalore Jurisdiction only based on Indian Arbitration Act 1996 with latest amendment if any.	
12	Validity of offer	90 days from Techno-Commercial bid opening.	
13.	Liquidated damages	Any delay in the completion of project as per the clause 10 above due to the reasons attributable to the contractor will attract LD at ½ % of total order value per week or part thereof subject to maximum of 17.5 % of total order value.	
14	Departmental charges	Any material or service issued / rendered by BHEL to the bidder (unless specifically stipulated to be free of cost / cost recoverable basis) during the execution of project on bidder's demand, the same shall be made available along with 15% departmental charges over and above the cost. BHEL shall not be responsible for any delay due to this reason and delay shall be to contractors account.	
15	Labour license	In the scope of bidder. Bidders shall obtain labour license in their name. Bidder shall have valid license to work in Gujarat State, if not	



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		available, the same shall be obtained and produced within one month after the award of contract.	
16	Labour laws	Bidder should follow all the labour laws as applicable at the place of work / Gujarat state including payment of minimum wages fixed by Government of Gujarat.	
17.	Insurance	By the bidder for his workers, tools & tackles, workmen compensation insurance. Bidders shall also take third party insurance liability @ Rs. 2.00 lakhs per occurrence and maximum of Rs. 10.00 Lakhs.	
18.	All man, material, Tools and Plant required for the completion of work.	Bidder shall provide all man, materials, tools and plant required for the completion of work except Reinforcement steel and structural steel. The supply of reinforcement steel and structural steel shall be restricted to requirements as per approved drawings. The permissible scrap is BHEL's property which shall be returned to BHEL after the completion of project.	
19	Obtaining statutory authorities, clearance required for the completion of work.	By the bidder.	
20	Any theft or damage of materials from erected structures – Coordination with local police authorities, lodging the FIR & obtaining the receipt of the same, coordinating with	By the bidder.	



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	insurance agency, correct the same at no extra cost.		
21.	Office / Residential accommodation, Local transport	In the scope of bidder. No separate payment shall be made by BHEL for the same.	
22	Split Order	BHEL reserves the right to split and place the order either in part or full as per tender enquiry. Contractor shall not claim for any compensation for the above.	
23	Reverse Auction	"BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation". In case the Reverse Auction fails or due to any other reason, BHEL reserves the right to open the sealed price bids in public and finalize the order accordingly. Non-Acceptance of this clause by the vendor will be deemed to be for rejection of his offer.	
24	Rejection of Offer	BHEL reserves the right to reject the offer, in case the bidders past performance in any of the BHEL's previous contract' is not found satisfactory.	
25.	ECS Payment	Payment will be made by electronic transfer of funds and for which the vendors are to provide the following information along with their offers in their letter head duly signed. Information to be provided: Bank Name, Bank Address, Bank Phone, IFSC Code (NEFT), Bank Account No., Pan No., Service Tax No., Tin No., E-Mail Id etc.,.	
26	Bill Submission	All the invoices and other related documents against our order are to be submitted to the Resident Manager / Engineer for their certification and for release of payment.	



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27	Risk Purchase	In case of default / late / failure in supplying / discharging any material / activity for the completion of project, purchaser reserves his right to make alternate arrangement for procurement / arrangement for work etc. at Contractor's risk and cost.	
28	Integrity Pact	Bidders shall sign the integrity pact as per the enclosed format.	

II. ARBITRATION

All disputes between parties to the contract arising out of or in relation to the contract, other than those for which the decision of engineer or any other person is by the contract expressed to be final & conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitrator of the General Manager of BHEL or his nominee. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration conciliation act 1996 and the rules there under and any statutory modifications thereof. The place of Arbitration will be at Bangalore. The parties to the contract understand and agree that there will be no objection that the General Manager or his person nominated as arbitrator had earlier in his office capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute of difference. The award of arbitrator shall be final and binding on the parties to this contract.

In the event of Arbitrator dieing, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the courts for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator in place of the out going Arbitrator in the manner aforesaid.

The Arbitrator may, from time to time, with consent of both the parties to the contract, enlarge the time for making the award.

The work under the contract shall be continued during the arbitration proceedings. The venue of Arbitration shall be such place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.



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III. LAWS GOVERNING THE CONTRACT

This contract shall be governed by the Indian Laws for the time being in force.
Any claim or disputes arising under the terms of this tender / agreement shall be
enforced or filed in the Courts at Bangalore only.

Signature with Date :

Name :

Company Seal / Name :

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

SECURITY

(To be stamped in accordance with Stamp Act, if any of the Country of the issuing Bank)

Ref :

Bank Guarantee No.

Date :



To

M/s Bharat Heavy Electricals Limited
Industrial Systems Group
Prof. CNR Rao Circle
IISc post, Malleswaram
Bangalore – 560 012

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s with its Registered/ Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Owner's letter of award No. Dated and the same having been unequivocally accepted by the contractor, resulting in to a contract bearing No. ... dated valued at for and the contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to * %) of the said value of the contract to the owner.

We having its (Name & address of the bank) Head Office at (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the contractor to the extent of * as aforesaid at any time up to @ *(days/ months/ years) without any demur, reservation, context, recourse or protect and/or without any reference to the contractor. Any such demand made by the owner on the bank shall be conclusive and binding notwithstanding any difference between the owner and the contractor or any dispute pending before any court, tribunal, arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

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<p>The owner shall have the fullest liberty, without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor. The owner shall have the fullest liberty without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any powers vested in them or of any right which they might have against the contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the owner and the contractor or any other course or remedy or security available to the owner. The bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the owner or any other indulgence shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the bank.</p> <p>The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the owner may have in relation to the contractor's liabilities.</p> <p>Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to * and it shall remain in force up to and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s on whose behalf this guarantee has been given. Dated this day of 200 at</p> <p>WITNESS</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">(signature)</td> <td style="width: 50%;">(signature)</td> </tr> <tr> <td>(Name).....</td> <td>(Name)</td> </tr> <tr> <td>(Official address</td> <td>(Designation with stamp).....</td> </tr> </table> <p align="right">Attorney as per power Of Attorney No.</p>			(signature)	(signature)	(Name).....	(Name)	(Official address	(Designation with stamp).....
(signature)	(signature)							
(Name).....	(Name)							
(Official address	(Designation with stamp).....							
DATE:24-08-2011	ENQUIRY No.88/11/6016/SV	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">REV. R0</td> <td style="width: 50%;">PAGE 2 of 3</td> </tr> </table>	REV. R0	PAGE 2 of 3				
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BG FORMAT

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Dated

NOTE :

1. Strike, whichever is not applicable.
2. In case of bank guarantee issued by foreign bank, the same shall be confirmed by any nationalized Bank in India.
3. The stamp papers of appropriate value shall be purchased in the name of guarantee issued Bank.
4. The bidder shall take adequate care for complying to the requirements associated with acceptance of BG by BHEL as per the format below.

* This sum shall be ten percent (10%) of the contract price,.

@ The date will be sixty (60) days after the end of the defects liability period as specified in the contract.



ISG
BANGALORE

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SIKKA, DISTRICT : JAMNAGAR



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CONTENT SHEET

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DEVIATION FORMAT

1.1 TECHNICAL

Following are the DEVIATIONS from Enquiry Specifications :

TECHNICAL SPECIFICATIONS				
Sl. No.	Page No.	Clause No.	Clause	Deviation

We confirm that all other clauses of Technical Specifications are fully acceptable.

SIGNATURE OF TENDERER



1.2 COMMERCIAL TERMS & CONDITIONS



Following are the DEVIATIONS from enquiry Terms & Conditions



COMMERCIAL TERMS & CONDITIONS				
Sl. No.	Page No.	Clause No.	Clause	Deviation



We confirm that all other clauses of Commercial terms & conditions are fully acceptable.



SIGNATURE OF TENDERER



 ISG BANGALORE	<p align="center">PROJECT: 2 x 250 MW TPP EXPANSION UNIT NO. 3 & 4, AT SIKKA – DIST JAM NAGAR.</p>	
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<p align="center"><u>INTEGRITY PACT</u></p> <p align="center">Between</p> <p>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</p> <p align="center">And</p> <p>_____ , (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</p> <p align="center"><u>Preamble</u></p> <p>The Principal intends to award, under laid-down organizational procedures, contract/s <i>for Civil, Structural and Architectural works (RCC Box pushing tunnel and other underground RCC structures) for the extension of CHP for 2 x 250 MW SIKKA TPP, EXTN. UNIT 3 & 4, Dist. Jam Nagar, Gujarat.</i> 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).</p> <p>In order to achieve these goals, the Principal has appointed Shri J.M. Lyngdoh, IAS (Rtd) as Independent External Monitor who will monitor the tender process and the</p>		
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<p>execution of the contract for compliance with the principles mentioned above.</p> <p>Section 1 – Commitments of the Principal</p> <p>1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-</p> <p>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.</p> <p>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.</p> <p>1.1.3 The Principal will exclude from the process all known prejudiced persons.</p> <p>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.</p> <p>Section 2 – Commitments of the Bidder(s)/ Contractor(s)</p> <p>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.</p> <p>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.</p>		
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<p>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.</p> <p>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.</p> <p>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.</p> <p>2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.</p> <p>Section 3 – Disqualification from tender process and exclusion from future contracts</p> <p>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.</p> <p>Section 4 – Compensation for Damages</p> <p>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.</p>			
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<p>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.</p> <p>Section 5 – Previous Transgression</p> <p>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.</p> <p>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.</p> <p>Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors</p> <p>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.</p> <p>6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.</p> <p>6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.</p> <p>Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors</p> <p>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.</p>		
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<p>Section 8 –Independent External Monitor(s)</p> <p>8.1 The Principal appointed Shri J.M. Lyngdoh , IAS (Rtd) as competent and credible Independent External Monitor (IEM) 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. The Address of the IEM is as follows;</p> <p>Shri J.M. Lyngdoh, IAS (Rtd) Plot No: 144-145, Pragati Resort, Proddator Village & P.O. , Shankarapally Road, Ranga reddy District , A.P.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>			
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<p>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.</p> <p>8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.</p> <p>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.</p> <p>8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.</p> <p>8.10 The word 'Monitor' would include both singular and plural.</p> <p>Section 9 – Pact Duration</p> <p>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.</p> <p>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.</p> <p>Section 10 – Other Provisions</p> <p>10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.</p> <p>10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.</p> <p>10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by</p>		
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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) _____

Bharat Heavy Electricals Ltd. Industrials Systems Group**Civil, Structural and Architectural works (RCC Box pushing tunnel and other underground RCC structures) for the extension of CHP for 2 x 250 MW SIKKA TPP, EXTN. UNIT 3 & 4, Dist. Jam Nagar, Gujarat.****ENQUIRY NUMBER: 88/11/6016/SV****FOLLOWING CHECK LIST SHOULD BE CONFIRMED BY BIDDERS FOR COMPLIANCE**

SL NO	DESCRIPTION	REFERENCE OF TENDER DOCUMENT	BHEL REQUIREMENT	CONFIRMATION BY BIDDERS FOR COMPLIANCE
1	Tender Reference	88/11/6016/SV dated 24-08-2011	Bidders shall note this number and shall refer the same in their offer. Offer submitted with number other than this number shall be corrected and resubmitted.	
2	Scope of work & Design Criteria and Technical Specifications	---	As per Tender	
3	Mode of operation of contract	---	On ITEM RATE basis. Bidders should quote on ITEM RATE basis	
4	Construction Period		12 months from the date of LOI	
5	Payment terms		As per commercial terms and conditions	
6	Mode of repayment of Security Deposit		As per commercial terms and conditions	
7	Guarantee period		As per commercial terms and conditions	
8	Taxes		As per commercial terms and conditions	
9	Security Deposit		As per commercial terms and conditions	
11	Validity of Price for acceptance of offer		The bid shall be kept valid for a period of 90 days from the date of Technical-bid opening. The quoted price shall be firm till the completion of the contract.	

SL NO	DESCRIPTION	REFERENCE OF TENDER DOCUMENT	BHEL REQUIREMENT	CONFIRMATION BY BIDDERS FOR COMPLIANCE
12	Liquidated Damage (LD)		The contract value of each unit for the purpose of LD shall be taken as 50% of the total contract value.(a) In case the COD of unit gets delayed due to the reasons attributable to the bidder, contractor shall pay LD @0.5% of the total contract price per full week of delay & pro-rated for a part of the week subject to a maximum of 10% of the contract price for the respective units.(b) In case the performance test results during the performance guarantee tests deviate from the guaranteed values as indicated in the schedule of performance guarantees , the contractor shall correct the equipment at his own expense and repeat the performance tests. Contractor may go for cure and schedule of retesting shall be with the approval of owner, before levying of LD for not meeting the performance guarantee. The cure period shall not exceed 90 days. Contractor shall provide detailed schedule for carrying out cure and retesting which shall be subject to owners approval. In case of non-performance during retesting one final opportunity may be provided for improving the performance at owners discretion and the cure period shall be capped to 21 days. In case of un-remedied shortfall in guaranteed	
13	Geo technical report	---	The drawings, detail soil investigation report, temporary bench mark and other details given are as a guide line to bidders. However it is the responsibility and in the scope of bidders to ensure the correctness of the same including collection of any additional information, additional soil investigation if necessary before submitting the offer. Changes if any required during detail engineering, design and construction due to any variations in the drawings, details and reports provided by BHEL, the same shall be carried out without any commercial implication.	
14	Borrow areas	---	Borrow areas will not be provided by the owner / BHEL. It is the responsibility of bidders to identify and arrange on their own, if required.	
15	Statutory requirements	---	Bidders to ascertain the same and taken care of in their offer. Bidder shall strictly adhere to the requirement as stipulated by concerned authorities.	
16	Drawings	---	Bidders shall furnish the general layout and Concrete out line drawings of the structures. However the same shall be finalised depending upon the requirement by BHEL / GSECL during the detail engineering stage and executed by the bidder without additional financial implication to BHEL.	

SL NO	DESCRIPTION	REFERENCE OF TENDER DOCUMENT	BHEL REQUIREMENT	CONFIRMATION BY BIDDERS FOR COMPLIANCE
17	Bidders responsibility		Bidder shall prepare the proposal in accordance with the conditions mentioned in BHEL tender document (Herein after called the 'tender') and drawing enclosed. Anything not specifically mentioned but necessary to complete the work, shall be covered by the Bidder in their bid	
18	Bidders responsibility		The bidder shall be deemed to have satisfied him-self before bidding to the correctness and sufficiency of their bid for the work and of the rates and prices quoted by them, which shall cover all their obligations under the contract necessary for successful completion and maintenance of work. No extra charges whatsoever consequent or any misinterpretation or otherwise shall be allowed	
19	Deployment of minimum numbers of construction equipments	---	As per tender	
20	Fitment certificate of construction equipments	-----	Bidder is requested to produce the fitment certificate of the construction equipment during construction.	
21	Photographs and Progress Report		The Contractor shall furnish three (3) prints each to the Employer of progress photographs of the work done at Site. Photographs shall be taken as and when indicated by the Employer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of the photograph	
22	Quality and Safety		Shall be followed as per the requirement of contract.	
23	Design & Offer completeness	----	The item description, quantities etc. given are considered tentative and for evaluation purpose and not limited to this for execution. Any other works necessary for the completion of the project, shall be considered by the bidders in their offer to meet customers specification furnished in the tender document. Bidders are ultimately to make the design as per Customer / BHEL and project requirement without any additional commercial implication on BHEL.	

SL NO	DESCRIPTION	REFERENCE OF TENDER DOCUMENT	BHEL REQUIREMENT	CONFIRMATION BY BIDDERS FOR COMPLIANCE
24	Approval of vendors list from customer	----	Price bids of the bidder shall be opened subject to the approval of the bidder and their associates from Customer.	
25	Labour License	----	By the contractor. Contractor should have valid license to work in State of Gujarat	
26	Insurance	----	By the bidder for his workers, tools & tackles, workmen compensation insurance. Bidders shall also take third party insurance liability @ Rs. 2.00 lakhs per occurrence and maximum of Rs. 10.00 Lakhs	
27	Mode of Payment to the Contractor	----	As per commercial terms and conditions	
28	Departmental charges @ 15% will be charged to the contractor in case if Risk & Cost	----	As per the Risk & Cost Policy, if Contractor fails to render the services, tools & tackles or failed to carryout the job in time specified under their scope, BHEL will get the job done at the risk & cost of the contractor. The actual cost incurred for such jobs along with the departmental charges @ 15% will be recovered from the contractor's bills.	