

 ISO 9001, ISO 14001, OHSAS 18001 &SA8000 Certified Company SubContract and Purchase Department.	भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भारत सरकार का उपक्रम) BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking) पावर सेक्टर, उ.क्षे.परिसर, प्लॉट नं.25, सेक्टर-16ए, पोस्ट बॉक्स सं.55,नोएडा-201301, Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301 Ph : 0120-2416548/2416292 , Fax: 0120-2416528 / 2416525 E-mail: rahuldeb@bhel.in ; rajesh.k@bhel.in
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E-TENDER ENQUIRY NO. & DATE	BHEL/PSNR/SCP/RD/E-2964 (E-Tender) & DATE: 06.07.2018
DUE DATE & TIME OF TENDER SUBMISSION	16.07.2018 AT 15:00 HRS.
DUE DATE & TIME OF OPENING OF TENDER	16.07.2018 AT 15:30 HRS.

TENDER ENQUIRY

BHEL Power Sector, Northern Region invites sealed quotation for the following Store in **two part bid** system THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> ONLY;

DESCRIPTION OF STORE	QTY	DESTINATION FOR SUPPLY	DELIVERY SCHEDULE
ORDINARY PORTLAND CEMENT (OPC) Grade-43 Conforming to IS: 8112	8000MT ± 30%	BHEL PANKI SITE	Dispatch of material shall start after 15 Days from the date of issuance of Purchase Order OR as per site requirement and to be completed within four (04) Months from the date of PO". However supply shall be regulated as per site requirement (Broadly @ 2500 MT/ per month).

DELIVERY REQUIRED AT - CONSIGNEE:

CONSTRUCTION MANAGER, BHEL PSNR, PANKI SITE, 1X660 MW TPS EXTENSION, PANKI THERMAL POWER STATION, PANKI, KANPUR, UTTAR PRADESH-208020.

C/O:

UPRVUNL, 1X660 MW TPS EXTENSION, PANKI THERMAL POWER STATION, PANKI, KANPUR, UTTAR PRADESH-208020.

IMPORTANT NOTE:

This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com> Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted.

The Tender Document comprise of following;

1. PART – 'A': DESCRIPTION OF SPARE PARTS WITH PART NO. & QTY.
2. PART –'A1': PRE QUALIFYING REQUIREMENT (PQR).
3. PART – 'B': SPECIAL CONDITIONS OF CONTRACT (SCC).
3. PART – 'C': UNPRICE FORMAT.
4. PART – 'D': PRICE SCHEDULE.
5. PART – 'E': Integrity Pact (IP)
6. PART - 'F' : GENERAL CONDITION OF CONTRACT (GCC) Rev. – 01
(Page 1 – 33, Separately enclosed).

DESCRIPTION OF ITEM			PART – ‘A’	
Sl. No.	ITEM DESCRIPTION	SPECIFICATION	UNIT	QUANTITY
A	SUPPLY OF ORDINARY PORTLAND CEMENT (OPC) Grade-43 Confirming to IS: 8112 FOR PANKI SITE			
1.	ORDINARY PORTLAND CEMENT (OPC) Grade-43	Conforming to IS: 8112	MT	8000

NOTE: -

1. The materials being offered should be strictly as mentioned above.
2. Quantity Variation of $\pm 30\%$ is acceptable. In case Quantity Variation clause on +30% side is required to be operated same will be informed to vendor two (02) weeks prior to scheduled delivery completion period.

PART – ‘A1’**PRE-QUALIFYING REQUIREMENT**

1. Bidders to submit P.O. copy as mentioned below for supply of ORDINARY PORTLAND CEMENT (OPC) to any company in last 2 years from the Tender Enquiry date.
 - a) One (01) PO Copy for supply of atleast 80% of Tendered (6400MT) Quantity.
“OR”
 - b) Two (02) PO Copies for supply of atleast 50% of Tendered (4000MT) Quantity.
“OR”
 - c) Three (03) PO Copies for supply of atleast 40% of Tendered (3200MT) Quantity.
2. Bidder should have a minimum average annual turnover during last three (03) Financial Years of Min. Rs. 250 Lacs.
3. Bidder should be a manufacturer of OPC Grade-43 as per IS: 8112. Bidder should be BIS approved and having valid BIS Licence.
4. List and credentials of Techno-commercially qualified bidders shall be forwarded for customer approval.

NOTE - 1:

- a. Bidder to submit Audited Balance Sheet and Profit and Loss Account of the Company for last (3) three Financial Years in support of Sl. No. 2 as above.

NOTE - 2:

- i. In case annual accounts of last Financial Year are not audited, then bidder should submit the audited account of previous three Financial Years.
- ii. In case audited annual accounts have not been submitted for all three years as indicated above, then applicable audited annual accounts as submitted by the bidder against the requisite three years will be averaged for three years.

PART – ‘B’**SPECIAL CONDITIONS OF CONTRACT (SCC)****1.1 IMPORTANT NOTES:**

This is an E-tender floated online through our E-Procurement Site <https://bhel.abcpocure.com> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcpocure.com> Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING DOCUMENTS
TECHNICAL OFFER	1). Scanned copy of Covering letter of offer (To be attached in Attachment section). 2). Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3). Scanned copy of Techno-Commercial Offer (To be attached in Attachment section). 4). Duly filled all annexures except price & unpriced format (To be submitted with offer). 5). All supporting documents/ Annexures etc., as applicable (To be attached in Attachment section). 6). No deviation certificate in bidders letterhead as per format given in GCC (To be attached in Attachment section). 7). Certificate of Price Justification in bidders letterhead as per format given in ANNEXURE of GCC (To be attached in Attachment Section).
PRICE BID	8). Duly filled in Price Schedule as per Tender. (To be submitted with offer) <i>Any other document uploaded in the price bid, as per tender format, shall not be taken into cognizance for evaluation of offer.</i>

1.2 SCOPE OF WORK:

a) Supply Of ORDINARY PORTLAND CEMENT (OPC) Grade-43 Conforming to IS: 8112 for Panki site on F.O.R. Destination Basis. Unloading of materials at Destination/Site shall be in the BHEL's scope. Bidder to quote for complete scope of work as mentioned in Part-A. Partial offer are liable to be rejected / not accepted.

2. PRICE BASIS:

Price in INR should be quoted for F.O.R destination delivery at Construction Manager, BHEL PSNR, PANKI SITE, 1 X 660 MW TPS EXTENSION, PANKI THERMAL POWER STATION, PANKI, KANPUR, UTTAR PRADESH-208020.

3. EVALUATION CRITERIA:

Tender will be evaluated based On the Net Cost to BHEL on F.O.R basis, as indicated in Price Bid (PART – “D”) of Tender.

4. TAXES AND DUTIES:

4.1. Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit. GST Shall be payable extra as per following :-

4.2. Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.

4.3. Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.

4.4. GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor : -

a. Supply of goods and/or services have been received by BHEL.

b. Original Tax Invoice has been submitted to BHEL.

c. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

4.5. Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

4.6. In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.

4.7. Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.

4.8. The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.

4.9. Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but

before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

4.10. Modalities of Tax Incidence on BHEL:

Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.

The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

5. DELIVERY:

Dispatch of material shall start after 15 Days from the date of issuance of Purchase Order OR as per site requirement and to be completed within four (04) Months from the date of PO". However supply shall be regulated as per site requirement (Broadly @ 2500 MT/ per month).

Note: LR/ GR/ RR date (treated as the date of dispatch) shall also mean as date of Delivery for levying LD. However if date of receipt of material at destination is beyond ten (10) days from the date of LR, such excess period shall be considered for LD purpose.

6. MODE OF DISPATCH: Supplier's scope.

7. TRANSIT INSURANCE: Transit Insurance of material is in Supplier's scope. Supplier shall insure the material at their cost for transportation.

8. INSPECTION: Final inspection will be done at site. Pre dispatch inspection is not required.

9. VALIDITY OF OFFER: Offer should be valid for a period of 60 Days from the date of Techno-commercial Bid (Part-I) opening.

10. PAYMENT TERMS:

100 % payment on submission of test certificates and receipt of material. Payment shall be released against supplier's complete invoice (including all certificate and documents) within 30 days from the date of clear invoice. No advance shall be paid against the supply of Cement.

11. PERFORMANCE BANK GUARANTEE & EMD: Not applicable.

12. PAYING AUTHORITY: Construction Manager, BHEL PSNR, PANKI SITE, 1X660 MW TPS EXTENSION, PANKI THERMAL POWER STATION, PANKI, KANPUR, UTTAR PRADESH-208020.

13. GUARANTEE / WARRANTY: As per **clause no. 11** of GCC – General Commercial Terms & Conditions.

14. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (Billing Documents):

The following documents are required with dispatch:

1. Original Tax Invoice (As per Cl. No. 4 above).
2. Copy of LR.
3. Original Test Certificate.
4. Material Dispatch Clearance Certificate (MDCC).

15. MDCC: Material Dispatch Clearance Certificate (MDCC) shall be issued by PSNR/Projects Department. Test certificate to be sent along with supply.

16. MSE BIDDER: As per **clause 10** of Instruction to Bidders of GCC.

17. REVERSE AUCTION: As per **clause 9** of Instruction to Bidders of GCC.

18. LIQUIDATED DAMAGE: As per **clause 15** of General Commercial Terms & Conditions of GCC.

19. In case of awarding of new Contract for balance work/supply or Termination of existing Contract as the case may be (as per Clause no. 1.7: General Instructions – Instructions to

Bidders/Clause 16.0: Termination – General of Commercial Terms & Conditions of GCC) Risk & Cost amount and Process for Recoveries shall be as below:

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor will be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

The following sequence shall be applicable for recoveries from contractor/ supplier on whom Risk & Cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:

- a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount will be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i). Dues payable to contractor/ supplier against other contracts in PSNR/BHEL shall be considered for recovery.
 - ii). If recovery cannot be made out of dues payable to the contractor/ supplier as above, balance amount to be recovered, shall be informed to other Regions/Units of BHEL for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.
 - iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.

20. PROCEDURE FOR SUBMISSION & OPENING OF TENDERS:

20 FOR E – TENDER (ONLINE) MODE:

20.1.1 E-Tender shall be floated online through BHEL E-Procurement site (<https://bhel.abcprocure.com>). Bidder should respond by submitting their offer online only in BHEL E-Procurement site (<https://bhel.abcprocure.com>). No other mode of offer submission, i.e. hard copy of bid or bids through Courier/ Post/ Email/ Fax shall be accepted. Tender shall be submitted in Two parts as

described below on or before the Due date and time of Tender submission indicated in the NIT.

PART – I: TECHNO-COMMERCIAL BID

The following documents to be uploaded in BHEL E-Procurement site

(<https://bhel.abcprocure.com>);

- Scanned copy of **Covering letter of Offer**. *(to be attached in Attachment Section)*
- Scanned copy of **documents against Pre-Qualification criteria**. *(to be attached in Attachment Section)*
- Scanned copy of **Tender documents (NIT, SCC & GCC)** signed & stamped in each page by Authorized representative of bidder except price bid. *(to be attached in Attachment Section)*. *Tender documents (i.e. NIT, SCC & GCC) uploaded through supplier login shall be consider as deemed acceptance of tender terms and conditions by the bidder (even if not specifically signed and stamped on each page).*
- Scanned copy of **list of Deviations (if any)** (Technical and Commercial) *(to be attached in Attachment Section)*.
- Scanned copy of **applicable Annexures of GCC, i.e. No deviation certificate, Check list, Non-disclosure certificate etc.** duly filled & signed. *(to be attached in Attachment Section)*
- Scanned copy of **other relevant documents, copy of Pan card** etc. *(to be attached in Attachment Section)*
- Duly filled in **Un-price Schedule** as per NIT. *(To be submitted with offer)*

PART-II: PRICE BID

The following documents to be uploaded in BHEL E-Procurement site (<https://bhel.abcprocure.com>);

- Duly filled in **Price Schedule** as per NIT. *(To be submitted with offer)*
Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

20.1.2 Tenderer can review & revise their submitted offers till due date & time of tender submission.

20.1.3 PART-I (techno-commercial bid) shall be opened on the due date and time as specified in the NIT. Tenderers or their authorized representatives may witness the event online through BHEL E-Procurement site (<https://bhel.abcprocure.com>).

NOTE: In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

20.1.4 Tenderers whose bids are found techno commercially qualified shall be informed, the date and time of opening of the Price Bid through system generated email from BHEL E-Procurement system. Tenderers or their authorized representatives may witness the event online through BHEL E-Procurement site (<https://bhel.abcprocure.com>).

20.1.5 Digital Signing of E-Tender:

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person of Bidder having Class 3- SHA2- 2048 BIT-SIGNING & ENCRYPTION digital signature certificate (DSC).

20.1.6 Requirements for Login & uploading of Tender:

- A PC with internet connectivity
- DSC (Digital Signature Certificate): Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION
- Please note that only with DSC, Bidder will be able to login the e-procurement secured site and take part in the tendering process.
- Bidders are also requested to go through seller manual available on (<https://bhel.abcprocure.com>)

20.1.7 In case of E-Procurement assistance & Training, Bidder may contact to the BHEL's E-Procurement Service Provider, i.e. M/s e-Procurement Technologies Limited The address and contact details are as follows;

M/s e-Procurement Technologies Limited
A-202/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge,
Ahmedabad-380006. Gujarat.

Contact Details:

Name	Contact Nos.	e-mail ID	Role	Location
Swapnil Hamilton	+91 79 40270549	swapnil.h@eptl.in	Support Executive	HO – Ahmedabad
Hardik Oza	+91 79 40270560	Hardik.oza@eptl.in	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 79 40270590	ankur.bhatt@eptl.in	Support Executive	HO – Ahmedabad
Prashant Rajyaguru	+91 79 40270545 / 9016859416	prashant@eptl.in	Ast. Manager – Implementation & Support	HO – Ahmedabad
Dharam Rathod	+91 79 40270596 / 9374519754	dharam@eptl.in	Manager – Implementation & Support	HO – Ahmedabad
Pradip Parmar	+91 79 40270532 / 9328657215	pradip@eptl.in	Sr Manager – Implementation & Support	HO – Ahmedabad
Devang Patel	+91 79 40270576 / 99983 05442	devang@eptl.in	Sr Manager – Implementation & Support	HO – Ahmedabad

- 20.3** No correspondence shall be entertained from the tenderers after the opening of Part-II (Price bid) of the tender.
- 20.4** Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.
- 20.5** All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the

BHEL web page (www.bhel.com)/ BHEL E-Procurement portal (<https://bhel.abcpurchase.com>)/ CPP portal (www.eprocure.gov.in) and **not in the newspaper**. Bidders shall keep themselves updated with all such amendments.

21. Integrity Pact (IP):

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

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

Name: Shri D.R.S. Chaudhary, IAS (Retd.)

Address : E-1/164 Arera Colony
Bhopal 462016.

Email : dilip.chaudhary@icloud.com

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

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

For all clarifications/issues related to the tender, contact details are as per Sl. No. 11, above.

Note: Annexure for integrity Pact (Part-E) is enclosed. All Bidders to submit the signed and stamped copy of the same with their Techno-commercial Bid as a mandatory form.

22. ORDER OF PRECEDENCE:

In case of contradiction / conflict, the order of precedence shall be in the order as per **clause 24** of General Commercial Terms & Conditions of GCC.

PART 'C'

UNPRICE SCHEDULE: As per separate Attachment. Refer, Unpriced Part (.xlsx file).

PART 'D'

PRICE SCHEDULE: As a separate Attachment. Refer, Price Part (.xlsx file).

PART 'E'

INTEGRITY PACT (IP)

PART 'F'

GENERAL CONDITION OF CONTRACT (GCC)

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 –Independent External Monitor(s)

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

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

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

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

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

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

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

GENERAL CONDITIONS OF CONTRACTS (GCC)

1. INSTRUCTIONS TO BIDDERS
2. GENERAL COMMERCIAL TERMS & CONDITIONS
3. ANNEXURES

**POWER SECTOR NORTHERN REGION
BHARAT HEAVY ELECTRICALS LIMITED
HRDI & PSNR COMPLEX
PLOT NO. 25, SECTOR – 16A
NOIDA – 201301 (U.P.)**

Not for Publication

For Official Use

INSTRUCTIONS TO BIDDERS

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1.0 GENERAL INSTRUCTIONS:

- 1.1** Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done only after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon in the deviation sheets by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.
- 1.2** All commercial terms and conditions except price should be submitted as part of techno-commercial offer (Part-I) which may be opened first. The price part (Part-II) is to be submitted separately in a sealed cover along with techno-commercial offer (Part-I). Purchaser, however, reserves the right to open both the parts at the same time.
- 1.3** Price bids of only those bidders will be opened who will qualify for the subject job on the basis of evaluation of Techno-commercial bids / Pre – Qualification criteria and as considered suitable by BHEL. BHEL shall have sole discretion to adopt its own method for evaluation of Techno-commercial bids/ Pre - Qualification Criteria.
- 1.4** No revision of price will be entertained after tenders are opened, unless mentioned in our enquiry/asked so by BHEL.
- 1.5** BHEL reserves the right to split, accept or reject any or all tenders without assigning any reason what so ever.
- 1.6** BHEL reserves the right to reduce the tendered item and/or quantity, while awarding the order, without assigning any reason what so ever.
- 1.7** In case supplier fails to execute the Purchase Order (P.O) as per terms and conditions of P.O, BHEL shall have the right to arrange/procure the material from alternate sources as deemed appropriate by BHEL (including at higher rates) at the Risk and Cost of supplier.

2.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS:

2.1 FOR CONVENTIONAL (HARD COPY) MODE:

- 2.1.1** Tender shall be submitted in **TWO PARTS** as described below on or before the DUE DATE and time indicated in the NIT.

PART – I : TECHNO-COMMERCIAL BID

Containing Technical offer, Annexure – I, II, III, IV, V, VII, X, XI & XII (whichever is applicable), Un-Price Schedule, Documents against Pre - Qualification Criteria, Commercial Terms & Conditions and other relevant documents.

PART-II : PRICE BID

Containing Prices, to be submitted strictly as per enclosed Price Schedule Format for complete scope of the Tender Enquiry.

NOTE: Any changes in the specified price format, if made, other than those specified and accepted in the un-priced format, the offer is liable to be rejected.

- 2.1.2** PART-I (techno-commercial bid) shall be opened on the due date and time as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who may be present. Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

NOTE: In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

- 2.1.3** PART-II containing prices shall be submitted along with Part-I, but in a separate sealed cover. Any corrections/ amendments shall be properly and fully authenticated. If not done so, the offer is liable to be rejected.
- 2.1.4** In case it becomes necessary for the tenderer to make any changes in his original price bid (Part-II) on account of technical/ commercial confirmations/ clarifications, owing to the changes made by the purchaser, to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted. Revised price bid only if requested by the purchaser shall be submitted, in a separate sealed cover. Impact/ Revised price bid shall be duly super scribed as: **IMPACT/ REVISED PRICE BID (PART-II) (DELETE WHICHEVER IS NOT APPLICABLE), REVISION NO ____ AGAINST TENDER ENQ. NO. _____ DATED _____**”.
- 2.1.5** After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, Part-II containing FINAL REVISED PRICE BID, if submitted, otherwise, the original Price Bid along with price impact, if any, shall be opened, for which the date and time shall be intimated to the technically and commercially acceptable tenderers only, in case of public opening.
NOTE: BHEL also reserves the right to open the earlier price bids, if any, submitted by the bidders, if required.
- 2.1.6 MARKING ON ENVELOPES:**
Following should be super scribed on the envelopes of the two parts of the Bid.
PART I: TECHNO-COMMERCIAL BID:
TENDER FOR: _____
TENDER NO. _____ DUE ON: _____
PART II: PRICE BID:
TENDER FOR: _____
TENDER NO. _____
Both PART – I & PART – II should be individually sealed & super scribed as indicated above & shall be enclosed in one main envelope duly sealed & super scribed as:
“TENDER FOR: _____ AGAINST TENDER ENQ. NO. _____ DUE ON: _____ CONTAINING PART I AND PART II BIDS.”
Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.
- 2.1.7 BID SUBMISSION**
The tenders shall be addressed to the official inviting Tenders by designation and sent at the following address:
HEAD/PURCHASE, BHARAT HEAVY ELECTRICALS LTD., POWER SECTOR – NORTHERN REGION, HRDI & PSNR COMPLEX, PLOT NO. 25, SECTOR – 16A, NOIDA – 201301 (U.P.)
And deposited in TENDER BOX, ROOM NO. 108 (PSNR), HRDI & PSNR Complex, PLOT NO. 25, SECTOR – 16A, NOIDA – 201 301 (U.P.)
Tenders can either be delivered in person or sent at the above mentioned address by **COURIER/ REGISTERED POST**, to the official inviting tender(s). It shall be the responsibility of the bidder to ensure that the tender is delivered in time. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- 2.1.8** Tenders received after the Specified time of their submission are treated as ‘Late Tenders’ and shall not be considered.
- 2.1.9** Unsolicited tenders will not be entertained.

2.2 FOR E – TENDER (ONLINE) MODE:

2.2.1 ~~E Tender shall be floated online through BHEL E Procurement site (<https://bheleps.buyjunction.in>). Bidder should respond by submitting their offer online only in BHEL E Procurement site (<https://bheleps.buyjunction.in>). No other mode of offer submission, i.e. hard copy of bid or bids through Courier/ Post/ Email/ Fax shall be accepted. Tender shall be submitted in Two parts as described below on or before the Due date and time of Tender submission indicated in the NIT.~~

PART – I: TECHNO COMMERCIAL BID

The following documents to be uploaded in BHEL E-Procurement site (<https://bheleps.buyjunction.in>);

- ~~Scanned copy of Covering letter of Offer. (to be attached in Attachment Section)~~
- ~~Scanned copy of documents against Pre Qualification criteria. (to be attached in Attachment Section)~~
- ~~Scanned copy of Tender documents (NIT, SCC & GCC) signed & stamped in each page by Authorized representative of bidder except price bid. (to be attached in Attachment Section). Tender documents (i.e. NIT, SCC & GCC) uploaded through supplier login shall be consider as deemed acceptance of tender terms and conditions by the bidder (even if not specifically signed and stamped on each page).~~
- ~~Scanned copy of list of Deviations (Technical and Commercial). (to be attached in Attachment Section)~~
- ~~Scanned copy of applicable Annexures of GCC, i.e. No deviation certificate, Check list, Non disclosure certificate etc. duly filled & signed. (to be attached in Attachment Section)~~
- ~~Scanned copy of other relevant documents, copy of Pan card etc. (to be attached in Attachment Section)~~
- ~~Duly filled in Un-price Schedule as per NIT. (to be attached in Un-Price bid Attachment Section)~~

PART II: PRICE BID

The following documents to be uploaded in BHEL E-Procurement site (<https://bheleps.buyjunction.in>);

- ~~Duly filled in Price Schedule as per NIT. (to be attached in Price bid Attachment Section)~~
~~Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.~~

2.2.2 ~~Tenderer can review & revise their submitted offers till due date & time of tender submission.~~

2.2.3 ~~PART I (techno-commercial bid) shall be opened on the due date and time as specified in the NIT. Tenderers or their authorized representatives may witness the event online through BHEL E Procurement site (<https://bheleps.buyjunction.in>).~~

NOTE: ~~In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.~~

2.2.4 ~~Tenderers whose bids are found techno-commercially qualified shall be informed the date and time of opening of the Price Bid through system generated email from BHEL E Procurement system. Tenderers or their authorized representatives may witness the event online through BHEL E Procurement site (<https://bheleps.buyjunction.in>).~~

2.2.5 Digital Signing of E Tender:

~~Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person of Bidder having Class 3 SHA2-2048 BIT SIGNING & ENCRYPTION digital signature certificate (DSC).~~

2.2.6 Requirements for Login & uploading of Tender:

- ~~A PC with internet connectivity~~
- ~~DSC (Digital Signature Certificate): Class 3 SHA2 2048 BIT SIGNING & ENCRYPTION~~
- ~~Please note that only with DSC, Bidder will be able to login the e-procurement secured site and take part in the tendering process.~~
- ~~Bidders are also requested to go through seller manual available on (www.bheleps.buyjunction.in)~~

2.2.7 ~~In case of E-Procurement assistance & Training, Bidder may contact to the BHEL's E-Procurement Service Provider, i.e. M/s M Junction Services Ltd. The address and contact details are as follows;~~

~~**M/s M Junction Services Ltd.**~~

~~**3rd Floor, Tower – 1, Godrej water Side, Plot – V,
Block – DP, Sector – V, Salt Lake,
Kolkata – 700091, West Bengal**~~

~~**Contact Details:**~~

~~**1. First Level:**~~

~~M/s Mjunction Helpdesk,~~

~~Tel: 033 6601 1717 (From 9:30AM to 5:30PM),~~

~~Mob: 9163348280/9163348283/9163348284/9163348285/8584008116/8336925964
(From 5:30PM to 8:30PM)~~

~~Email: eps.customercare@mjunction.in~~

~~**2. Second Level:**~~

~~Mr. Arijit Das, Tel: 033 44091810, Mob: 9163348286, Email: arijit.das@mjunction.in~~

~~Mr. Bhaskar Chakraborty, Mob: 8584008205, Email: bhaskar.chakraborty@mjunction.in~~

~~Mr. Sumant Choudhary, Mob: 9163348104, Email: sumant.choudhary@mjunction.in~~

~~**3. Third Level:**~~

~~Ms. Rimi Ghosh, Tel: 011 65661774, Mob: 9163348286, Email: rimi.ghosh@mjunction.in~~

~~Mr. Santosh Kumar, Mob: 9163348286, Email: santosh.kumar@mjunction.in~~

2.3 ~~No correspondence shall be entertained from the tenderers after the opening of Part II (Price bid) of the tender.~~

2.4 ~~Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.~~

2.5 ~~All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the BHEL web page (www.bhel.com)/ BHEL E-Procurement portal (<https://bheleps.buyjunction.in>)/ CPP portal (www.eprocure.gov.in) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.~~

3.0 PART - I (TECHNO-COMMERCIAL BID) – CONTENTS & CHECKLIST:

3.1 **Technical offer** shall contain:

1. Vendor confirmation regarding technical specification as specified in Tender.
2. Technical specifications/ write-ups.
3. Catalogues, literature & drawings/data sheets.
4. Recommended list of spare parts for three years operation as applicable.
5. Guarantee offered for the capacity of the system/ equipment.
6. Listing of **Technical Deviations**, if any.
7. Quality plans.
8. All other details/ documents as listed in tender documents.

3.2 Commercial offer shall contain:

1. Supporting documents against Pre – Qualification Criteria.
2. Annexure – I, II, III, IV, V, VII, X, XI & XII (whichever is applicable)
3. Un-Price Schedule.
4. Copy of PAN Card
5. Listing of **Commercial Deviations**, if any.
6. Acceptance to commercial terms and conditions (NIT, SCC & GCC) by submitting duly signed and stamped all pages of Tender document as a proof of acceptance.
7. All other details/ documents as listed in tender documents.

4.0 PART II (PRICE BID) – CONTENTS AND CHECK LIST :

- 4.1 Bidder shall submit their offer prices in the given '**PRICE SCHEDULE FORMAT**' as specified in Tender.
- 4.2 The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote strictly in the currency mention in the rate schedule in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

5.0 CLARIFICATIONS REQUIRED BY BIDDERS:

Technical and Commercial clarifications required, if any, before submission of tender, should be addressed (at least one day before the due date of submission of tender) to the official inviting the tenders.

6.0 DEVIATIONS – LISTING:

Tenders shall be submitted strictly in accordance with the requirements of tender documents. Deviations (Technical and Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under headings "**TECHNICAL DEVIATIONS**" and "**COMMERCIAL DEVIATIONS**" respectively, along with reasons for taking such deviations. Deviations mentioned elsewhere but not included in the Schedule of Deviations as above shall not be accepted.

7.0 VALIDITY OF OFFER:

Offers should be valid for a **period of 90 days from the** date of Techno-Commercial bid (Part-I) opening.

8.0 METRIC SYSTEM:

Suppliers are requested to give metric measurements while quoting.

9.0 REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

In cases of failure of RA, sealed envelope price bids (of item(s) for which RA has failed) of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.

(Please submit the Reverse Auction Format as per Annexure – V).

10.0 MICRO & SMALL SCALE ENTERPRISES (MSE):

- 10.1** Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their Techno-commercial offer;

Type under MSE	SC/ST owned	Others
Micro		
Small		

NOTE: - *If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.*

- 10.2** MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhar or EM – II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (**Format enclosed as per Annexure- X** where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- 10.3** MSEs shall be exempted from payment of Tender fee.
- 10.4** MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- 10.5** Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation, where L1 price is from other than a MSE. In case of more than one such MSE fall under price band of L1+15% then MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

11.0 FRAUD PREVENTION POLICY:

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

12.0 LANGUAGE & CORRECTIONS:

- a) Tenderer shall quote the rates in English language and international numerals only. These rates shall be entered in figures as well as in words. For the purpose of tender, metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Cancellations, insertions, erasement, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.
- c) Tenderer's offer, remarks and deviations shall be with reference to sections and clause numbers given in the tender documents.

13.0 PRICE DISCREPANCY:

Following shall be considered for evaluation and ordering for non-conformities/errors/ discrepancies in price bid:

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the 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 of (a) and (b) above.
- d) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore, shall not be reimbursed.

GENERAL COMMERCIAL TERMS & CONDITIONS

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1.0 DEFINITION OF TERMS:

- 1.1 PURCHASER** shall mean M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having its Registered office at BHEL House, Siri Fort, New Delhi – 110049 acting through its **Power Sector – Northern Region**, HRDI & PSNR COMPLEX, PLOT NO. 25, SECTOR – 16A, NOIDA – 201 301 (U.P.) which expression shall include its successors, authorized representatives and permitted assigns. It may also be referred to as **BHEL**.
- 1.2 TENDERER/ BIDDER** shall mean the Firm/ Company/ Organisation which quotes against the Tender Enquiry issued by Purchaser.
- 1.3 SELLER/ CONTRACTOR/ SUPPLIER/ VENDOR** shall mean the successful bidder with whom the Order/ Contract is made.
- 1.4 GCC** means General Conditions of Contract.
- 1.5 GOODS/ STORE** means all the items, materials, equipment and/or machinery, which the supplier is required to supply to the purchaser in terms of a contract.
- 1.6 SERVICES** means the services ancillary to the supply of the goods, such as transportation and insurance and as any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligation of the supplier covered under a contract.
- 1.7 CONSIGNEE** means the individual or body to whom the contracted goods are required to be delivered as per the terms and conditions incorporated in a contract.
- 1.8 DAY** means calendar day of the Gregorian Calendar.
- 1.9 MONTH** means calendar month of the Gregorian Calendar.

2.0 PRICES:

Prices shall be for the entire scope of work in line with all instructions, specifications and terms & conditions specified in the tender documents.

3.0 INSPECTION:

Inspection for the stores will be carried out at the Seller's works/ Purchaser's Destinations/ Sites by the Purchaser's authorized inspecting officer. Wherever preliminary or stage Inspection is to be carried out at the seller's works the same will be subject to final acceptance/after receipt of the stores at the Purchaser's works / Destinations/ Site as the case may be and the decision of the purchaser shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment.

4.0 INSURANCE:

- 4.1** Wherever Transit insurance is under Vendor's Scope, the Vendor will insure at his cost the goods for all transit risks.
- 4.2** In all other cases, Vendors shall inform the Underwriters, appointed/ nominated by BHEL/ Purchaser, the details of despatches under intimation to BHEL such as LR No. and date, Truck No., P.O. No., project and value. The details of underwriter shall be collected by the Vendor before dispatch of material from their works. Failure to do this will make the Vendor responsible for making goods any loss which might have otherwise been recovered from insurers.

5.0 PACKING AND MARKING:

- 5.1** Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. In case of

shipment by sea, the packing shall be sea-worthy. If any damage deterioration or loss is sustained when the carrier or underwriter attributed to improper/defective packing the seller shall be liable to replace the stores at his cost or reimburse the value of the loss to the purchaser notwithstanding whether the insurance is arranged by him or not.

5.2 The following marking shall be made on each package in Black bold capital letters;

- a) Name & Address of Consignee
- b) Dimension of Package
- c) Weight details (Gross & Net)

5.3 These markings should be stenciled or written in bold letters on the package. Should the package be small suitable cards/ metal tags giving these details may be tagged or nailed to such package.

6.0 DELIVERY:

The seller shall deliver the stores in accordance with the conditions of the purchase order at the time and at the place and in the manner specified thereunder. The risk in the stores shall not pass to the purchaser unless and until the stores have been duly accepted by the purchaser at the destination.

7.0 REJECTION:

The seller shall intimate the purchaser in writing, within 15 days after the receipt of rejection advice regarding disposal of the rejected stores. If no advice is received within aforesaid period the purchaser shall be at liberty to return the stores at the risk and cost of the seller after recovering the cost, if any paid by the purchaser including inward freight and other incidental charges. The purchaser will not be responsible for rejected stores thereafter and no claim whatsoever will rest on the purchaser.

8.0 SHORTAGES / DAMAGES:

If there are any shortages/damages in Equipment/ Stores found during receipt of material at Destination/ site, vendor shall supply replacements for same, as early as possible, at the old contractual rates upon intimation to vendor within one (1) months of receipted LR. Decision of BHEL regarding shortages/damages shall be final and binding. LD shall be applicable as per original delivery schedule of P.O.

9.0 TERMS OF PAYMENT:

9.1 FOR SUPPLY PACKAGES:

9.1.1 Ninety percent (90%) of Ex -works price of materials supplied along with applicable 100% taxes and duties, insurance & freight shall be paid against the billing documents on pro-rata basis.

9.1.2 Ten percent (10%) of Ex - works of materials supplied will be released within 30 days from the date of receipt of material at Destination and submission of Form E1/ E2 against Form-C (if applicable).

Note: In extreme case, if vendors not agreeing to clause 9.1.2 as above then their prices will be loaded as per Annexure-VI.

9.2 FOR SUPPLY PACKAGES WITH INSTALLATION/ COMMISSIONING/ DEMONSTRATION TEST AT SITE IN VENDOR'S SCOPE:

9.2.1 FOR SUPPLY PORTION:

9.2.1.1 Ninety percent (90%) of Ex-works price of materials supplied along with applicable 100% taxes and duties, insurance & freight shall be paid against the billing documents on pro-rata basis.

9.2.1.2 Ten percent (10%) of Ex-works price of materials supplied will be released after submission of Installation/ Commissioning/ Demonstration Certificate duly certified by BHEL and Form E1/ E2 against Form-C (if applicable).

9.2.2 FOR INSTALLATION/ COMMISSIONING/ DEMONSTRATION PORTION:

100% Payment will be released after submission of Installation/ Commissioning/ Demonstration Certificate duly certified by BHEL.

9.3 FOR SUPPLY OF SPARES PARTS:

9.3.1 Ninety percent (90%) of Ex-works price of materials supplied along with applicable 100% taxes and duties, insurance & freight shall be paid against the billing documents.

9.3.2 Ten percent (10%) of Ex-works price of materials supplied will be released within 30 days from the date of receipt of material at Destination.

9.4 BILLING DOCUMENTS FOR 90% PAYMENT :

9.4.1 FOR SUPPLY PACKAGE:

1. Original tax Invoices
2. Copy of LR
3. Copy of Test Certificate
4. Copy of MDCC / Inspection Report (if applicable)
5. Original copy of SRV duly certified by BHEL.

9.4.2 FOR SUPPLY PACKAGES WITH COMMISSIONING / DEMONSTRATION TEST AT SITE:

1. Original tax Invoices
2. Copy of LR
3. Warranty Certificate for the goods.
4. Calibration Certificates/Mfg. Test Certificate.
5. Original copy of SRV duly certified by BHEL.
6. O&M Manuals.
7. Copy of MDCC / Inspection Report (if applicable)
8. Performance Bank Guarantee

9.4.3 FOR SUPPLY OF SPARE PARTS:

1. Original tax Invoices
2. Copy of LR
3. Warranty Certificate for the goods (If applicable)
4. Original copy of SRV duly certified by BHEL.

9.5 Vendors shall submit documents for payment directly to BHEL. Payment will be released within **30 days** from the date of receipt of clear & complete documents as per Purchase Order.

9.6 LOADING DETAILS IN CASE OF DEVIATIONS:

Loading details in respect to deviations in Payment Terms, LD, Guarantee/ Warranty & PBG will be as indicated in **Annexure – VI**.

9.7 MODE OF PAYMENT:

Payments shall be made directly to the Seller/ Contractor by E-transfer. Seller/ Contractor will provide necessary information for the same as per Annexure – VII to the Purchaser.

9.8 No interest shall be payable by the Purchaser on the Bank guarantee amount or balance payment or any money which may become due owing to difference or misunderstanding or any dispute between the Purchaser and the Contractor, or any delay on the part of Purchaser in making periodical or final payment or any other aspects incidental thereto.

10.0 PERFORMANCE BANK GUARANTEE (PBG):

- 10.1** PBG shall be applicable in case of supply packages with Commissioning / Demonstration test at site in vendor's scope.
- 10.2** The Vendor shall furnish Bank guarantee (in line with format as per **Annexure –VIII**) equal to **10% of the Order value excluding taxes & duties** before first submission of documents for payment to cover the due performance of order/ contract and to fulfil the guarantee conditions stipulated in the order/ contract.
- 10.3** The Bank guarantee shall be kept valid at all times during the entire Guarantee period and as advised by the Purchaser (as mentioned in clause 11.0 of General Commercial Terms & Conditions of GCC).
- 10.4** Purchaser reserves the right to encash the bank guarantee and forfeits the amount in the event of any default, failure or neglect on part of the Seller/ Contractor/Vendor in fulfilment of performance of the Order/ Contract.
- 10.5** An amount equivalent to the value of Bank Guarantee shall be retained by the Purchaser from the payments due to the Seller/ contractor/ Vendor before releasing any payment, in the absence of a valid Bank Guarantee.
- 10.6** Bank Guarantees shall be from Consortium Bank as per **Annexure – IX**. In case of bank guarantee from any other bank, BHEL shall get confirmation from the consortium bank, for which the confirmation charges will be borne by the vendor. Bank guarantees from co-operative banks/ non-scheduled banks are not acceptable.
- 10.7** In case of private sector banks, a clause to be incorporated in the text of BG that it can be enforceable by being presented **at any branch** of the bank.

11.0 GUARANTEE / WARRANTY FOR EQUIPMENT/ STORES:

- 11.1** Seller/ Contractor/ Vendor shall warrant that the stores supplied shall be free from all defects and faults in design & engineering, material, workmanship & manufacture and shall be of the highest grade and consistent with the established and generally accepted standards and in full conformity with the Order/ Contract specifications, drawing or samples, if any.
- 11.2 a)** Guarantee period for Supply package with Commissioning / Demonstration test at site in Vendor's scope shall be, 18 (Eighteen) calendar months from the date of last dispatch or 12 (Twelve) calendar months from the date of satisfactory Commissioning or Demonstration of the package, whichever is later.
- b)** Guarantee period for **Supply of Spare Parts** shall be 12 (Twelve) calendar months from the date of last dispatch.
- 11.3** Rectification / replacement required during the warranty period shall be arranged by the supplier free of cost including to and fro transport charges, import duty/excise duty/other taxes/insurance etc. payable on the items rectified and/or replaced.

12.0 RECOVERY OF OUTSTANDING AMOUNT:

In event of any amount of money being outstanding at any point of time against the Seller/ Contractor/ Vendor due to excess payment or any other reason whatsoever, in the present order/ contract or any other order/ contract from any BHEL Unit, the outstanding amount shall be recovered from the payments due to the Seller/ Contractor/ Vendor at any appropriate time and manner/ mode as deemed fit by the Purchaser from this or any other order/ contract of any BHEL unit at its sole discretion.

13.0 INDEMNIFICATION:

Seller/ Contractor/ Vendor shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature arising during the course and out of the execution of this Order/Contract.

14.0 DELAY/ TIME EXTENSION:

The Supplier shall Timely dispatch/ deliver and complete the other schedules as stipulated in Order/ Contract. If the Seller/ Contractor fails to complete the dispatch/ delivery and other schedules within the time period stipulated in Order/ Contract, or within any extension of time granted by Purchaser, it shall be lawful for Purchaser to recover damages for breach of Order/ Contract without prejudice to any other rights and/ or remedies provided for, in the Order/ Contract and hereunder. For any delay not attributable to the Seller/ Contractor, the Seller/Contractor must report the same to the Purchaser immediately in writing only.

15.0 LIQUIDATED DAMAGES:

- a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However even if a staggered delivery schedule for Capital Machine is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value.
- c) In case of any amendment/ revision, the LD shall be linked to the amended/revised PO value.
- d) **LR/ GR/ RR date for indigenous supplies shall be treated as the date of dispatch for levying LD.** However if date of receipt of material at destination is beyond ten (10) days from the date of LR, such excess period shall be considered for LD purpose.
- e) Any delay in Erection/ Commissioning/ Demonstration of Machines/ Equipments/ IMTEs from schedule completion period due to reasons attributable to Supplier, the excess period shall be considered for LD purpose.

16.0 TERMINATION:

16.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract in the following circumstances:

- a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor being an individual or if a firm on a partnership thereof, is adjudged insolvent or has a receiving order for administration of his estate made against him or takes any proceeding for composition under any Insolvency Act for the time being in force or if the Contractor takes or suffers any other analogous action in consequence of debt.
- b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 17 (Assignment).
- c) if the Contractor, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause :

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- d) If the Contractor has abandoned or repudiated the Contract without assigning any reason.
- e) If the Contractor has without valid reason failed to commence work on the contract promptly or has suspended the progress of Contract performance for more than 07 (seven) days after receiving a written instruction from the Purchaser to proceed.
- f) If the Contractor persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
- g) If the Contractor refuses or is unable to provide sufficient goods or materials or any instalment thereof in the manner specified and within the Time specified in the contract.

16.2 Purchaser shall have the right to cancel Order/ Contract, wholly or in part, in case they are constrained to do so on account of any decline, diminution, curtailment or stoppage of their business. In such eventuality, the Seller/ Contractor shall make compensation claim in writing upon the purchaser. Thereafter, both the parties shall arrive at mutually acceptable compensation to be accorded to the Seller/ Contractor. The mutually acceptable compensation shall be final and binding upon both the parties.

16.3 The Purchaser shall have the right to cancel order/ contract at the risk and cost of Seller/ Contractor in case either the Seller/ Contractor himself or any of his representative or agent is found to have been an employee of the Purchaser or has within a period of two years of his retirement accepted the employment of the Seller/ Contractor either as a Seller/ Contractor or as an employee without having obtained prior permission of Purchaser.

16.4 In case of cancellation of main supply order/ contract, all other associated orders/ contracts like mandatory spares/ recommended spares/ E&C/ supervision of E&C shall stand cancelled.

16.5 Subject to Sub-Clause 16.6, the Contractor shall be entitled to be paid the Contract Price attributable to the materials supplied as on the date of termination. Any sums due to the Purchaser from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

16.6 In case the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Seller/ Contractor shall on no account be entitled to any gain on such repurchases. Cost of the purchases made by Purchaser at the risk and cost of Seller/ Contractor shall be worked out as follows:

"Excess cost (difference in values of new Awarded Contract/Purchase Order and old Awarded Contract/Purchase Order) plus 5% of Excess cost as overheads (Departmental charges) along with Liquidated Damages as applicable".

17.0 TRANSFER, SUB-LETTING/ ASSIGNMENT SUB-CONTRACTING:

Seller/ Contractor shall not sublet, transfer or assign order/ contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of Purchaser. In the event Seller/ Contractor sub-lets, transfers or assigns order/ contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the Purchaser shall be entitled to cancel the Order/ Contract and to purchase the stores from elsewhere at risk and costs of Seller/ Contractor. In such eventuality the Seller/ Contractor shall be liable for any loss or damage which Purchaser may sustain in consequence of or arising out of such risk purchase.

18.0 FORCE MAJEURE:

- 18.1** "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Seller/Contractor including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- 18.2** If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- 18.3** The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 18.4** Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- (a) Constitute a default or breach of the Contract.
 - (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

19.0 SETTLEMENT OF DISPUTES:

If any dispute arises between the Parties hereto during the subsistence of the order /contract or thereafter, arising out of or in connection with, the validity, interpretation, implementation or alleged breach of any provision of the order/ contract, the Parties hereto shall endeavour to settle such dispute amicably.

20.0 ARBITRATION:

- 20.1** In case of failure to arrive at amicable settlement, dispute of any kind whatsoever which arise between the Purchaser and the Seller/Contractor in connection with or arising out of the Order/Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contractual obligations whether before or after the termination, abandonment or breach of the Contract, shall be referred through prior notice in writing by either party to Arbitration.
- 20.2** Any dispute in respect of which a notice to commence arbitration has been given, in accordance with Sub-Clause 20.1, shall be finally settled by Arbitration.
- 20.3** Any dispute shall be referred to the sole arbitration of Unit Head of the Contracting Unit of the Purchaser or his nominee, within 45 days of the receipt of the notice invoking arbitration.
- 20.4** Subject as aforesaid, the Arbitration proceedings shall be conducted;
- a) In accordance with the rules of procedure of the Indian Arbitration and Conciliation Act 1996.
 - b) The place of Arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

- c) The language of the Arbitration Proceedings shall be English.
- d) The law governing the arbitration proceeding shall be the Indian law and
- e) The cost of arbitration shall be borne equally by the parties.

The award of the Arbitrator shall be final and binding upon the parties to the dispute and shall be enforceable in any court of competent jurisdiction as decree of the court.

20.5 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator".

20.6 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract not affected by the issues governing arbitration unless they otherwise agree.

21.0 LAWS GOVERNING THE CONTRACT:

The Contract, including all matters connected with contract, shall be governed by and interpreted in accordance with laws in force in India.

22.0 JURISDICTION OF COURT:

The Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, in all matters arising under the contract(s) to which these conditions are applicable.

23.0 AMENDMENTS:

No portion of this General Conditions of Contract may be altered or amended or changed, except by a writing signed by the parties in the form of an addendum.

24.0 ORDER OF PRECEDENCE:

In case of contradiction / conflict, the order of precedence shall be in the order as per below;

- a) Amendments/Clarifications/Corrigenda/Errata etc., if any, issued in respect of the tender documents by BHEL.
- b) NIT
- c) Price Schedule
- d) Technical Specifications
- e) Special Conditions of Contract (SCC)
- f) General Conditions of Contract (GCC)

25.0 SUSPENSION OF BUSINESS DEALINGS:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website (www.bhel.com).

25.1 Integrity commitment, performance of the contract and punitive action thereof:

25.1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

25.1.2 Commitment by Bidder/Supplier/Contractor:

25.1.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

25.1.2.2 The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/BHEL.

25.1.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

ANNEXURES

ANNEXURE – I	OFFER SUBMISSION AS PER NIT
ANNEXURE – II	CHECK LIST
ANNEXURE – III	NO DEVIATION CERTIFICATE
ANNEXURE – IV	CERTIFICATE OF PRICE JUSTIFICATION
ANNEXURE – V	REVERSE AUCTION FORMAT
ANNEXURE – VI	LOADING CRITERION
ANNEXURE – VII	NEFT DETAILS
ANNEXURE – VIII	PERFORMANCE BANK GUARANTEE FORMAT
ANNEXURE – IX	LIST OF CONSORTIUM BANKS
ANNEXURE – X	CERTIFICATE BY CHARTED ACCOUNTANT ON LETTER HEAD
ANNEXURE – XI	NON DISCLOSURE CERTIFICATE
ANNEXURE – XII	DECLARATION BY AUTHORISED SIGNATORY OF BIDDER



**POWER SECTOR NORTHERN
REGION (PSNR)
PURCHASE DEPARTMENT**

**GENERAL CONDITIONS
OF CONTRACT (GCC)
REVISION NO. 01
ISSUED ON 28-11-2016**

ANNEXURE – I

OFFER SUBMISSION AS PER NIT

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

Ref. No. :

Dated :

**M/s Bharat Heavy Electricals Ltd.,
Power Sector Northern Region,
HRDI & PSNR COMPLEX,
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (U.P.)**

ATTENTION:

Dear Sir,

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

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

We have annexed to this tender the following documents:-

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

- Complete Techno-Commercial Offer.
- Agreed Terms and Conditions (Annexure-II).
- Schedule of Commercial Deviations giving clause references.
- Schedule of Technical Deviations giving clause references.
- Signed & stamped copy of tender documents.
- Any other documents (Please specify).

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

Thanking you,

Yours faithfully,

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

ANNEXURE – II

CHECK LIST

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	Name and Address of the Supplier	
B	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID:
C	DESCRIPTION	BIDDER'S CONFIRMATION (YES/ NO/ NA)
1	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	
3	Submission of Certificate of No Deviation as per Annexure – III	
4	Submission of Certificate of Price Justification as per Annexure – IV (<u>in case Single Tender</u>)	
5	Submission of Reverse Auction Format as per Annexure – V	
6	Submission of MSE certificate as specified in Tender	
7	Submission of Non-Disclosure Certificate as per Annexure - XI	
8	Submission of Declaration by Authorised Signatory of Bidder as per Annexure – XII (<u>in case Open Tender</u>)	
9	Submission of Unprice Format as specified in Tender	
10	Submission of Signed & Sealed copy of all pages of Tender (NIT, SCC & GCC)	

NOTE: TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

Date:

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE- III

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject : No Deviation Certificate

Ref : 1) NIT/Tender Enquiry No:
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Enquiry.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,
**(Signatures of the Bidder
with Name, Designation & Company's Seal)**



ANNEXURE- IV

CERTIFICATE OF PRICE JUSTIFICATION*

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

TENDER No. : _____ Date: _____

I/ WE, M/s

HEREBY CERTIFY THAT RATES PROVIDED ARE OUR BEST RATES AND WE HAVE NOT GIVEN THESE MATERIALS TO ANY PARTY FOR LESSER THAN THESE RATES IN LAST ONE YEAR.

(Signatures of the Bidder with Name, Designation & Company's Seal)

*** Certification Of Price Justification is applicable for SINGLE TENDER only.**

ANNEXURE- V

REVERSE AUCTION (RA) FORMAT

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on **www.bhel.com**) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

(a) Name of Designation of official:

(b) Postal Address (Complete):

(c) Telephone Nos. (Land line & Mobile both):

(d) FAX No.:

(e) E-mail address:

(f) Name of Place/State/Country, wherefrom he will participate in the RA:

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE – VI

LOADING CRITERIA

No deviation in Tender terms & conditions are generally acceptable and bids with deviation are liable to be rejected. However exceptional circumstances, BHEL may accept the deviations with loadings as given below;

1. PAYMENT TERMS:

Loading of any deviation in the Payment terms w.r.t NIT terms shall be as follows;

“Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by Bidder.”

2. LIQUIDATED DAMAGES/ PENALTY:

Any Loading on LD clause shall be to the extent to which it is not agreed to by the Bidder (at offered value).

3. GUARANTEE/ WARRANTY PERIOD:

No deviation is permitted

4. PERFORMANCE BANK GUARANTEE (PBG):

No deviation is permitted

5. DEVIATION TO CLAUSE 9.1.2 OF PAYMENT TERM, i.e. Ten percent (10%) of basic price of materials supplied will be released within 30 days from the date of receipt of material at Destination and submission of Form E1/ E2 against Form-C (if applicable):

10% of Basic price value

NOTE: Any new Loading factor/s arising out of Techno-commercial clarifications / discussions stage shall be intimated to all eligible Tenderers before opening of Price bid.

ANNEXURE – VII

NEFT DETAILS

Name of the party:

Name of the Bank:

Address of the Bank:

Party's A/c no:

Type of A/c:

IFSC CODE:

Vendor's E-MAIL ADDRESS:

(Signatures of the Bidder with Name, Designation & Company's Seal)

NOTE:

- THE ABOVE DETAILS ARE TO BE SUBMITTED ON THE COMPANY'S LETTERHEAD.
- THE DETAILS MAY EITHER BE ATTESTED BY YOUR BANKERS OR ACCOMPANIED BY A CANCELLED CHEQUE LEAF WITH IFSC CODE & A/C NO.PRINTED ON IT.
- UNDERTAKING TO REPORT IMMEDIATELY ANY CHANGES IN THE ABOVE TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD



**POWER SECTOR NORTHERN
REGION (PSNR)
PURCHASE DEPARTMENT**

**GENERAL CONDITIONS
OF CONTRACT (GCC)
REVISION NO. 01
ISSUED ON 28-11-2016**

ANNEXURE- VIII

PERFORMANCE BANK GUARANTEE FORMAT

B.G. NO..... Date.....

This deed of Guarantee made this ----- day of ----- two thousand ----- by **<Name and Address of Bank>** hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, Plot No. 25, Sec – 16A, Distt. Gautam Budh Nagar, Noida 201301 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS **<Supplier's Name and Address>** (hereinafter referred to as the Supplier) have entered into a contract bearing No. **<P.O. No. & Date>** (hereinafter referred to as "the contract") for the supply of ----- with the company.

AND WHEREAS the contract inter-alia provides that the Supplier shall furnish to the company a sum of Rs.----- (Rupees-----) towards Performance Bond for due and faithful performance of the contract in the form and contents specified therein.

AND WHEREAS the Supplier has approached the Guarantor and in consideration of the arrangement arrived at between the Supplier and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the Company.

We **<Name of Bank>** the Guarantor do hereby guarantee to the Company the due and faithful performance, observance or discharge of the contract by the Supplier and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the Company on them for any loss, damage, costs, charges and expenses caused to or suffered by the Company by reasons of the Supplier making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the Company whether any default has occurred or has been committed by the Supplier in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Supplier making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the Supplier admits or denies the default or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Supplier and either enforce or forbear from enforcing any of the terms and conditions governing the contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Supplier or any other forbearance, act or commission on the part of the Company or any indulgence by the Company to the Supplier or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.



**POWER SECTOR NORTHERN
REGION (PSNR)
PURCHASE DEPARTMENT**

**GENERAL CONDITIONS
OF CONTRACT (GCC)
REVISION NO. 01
ISSUED ON 28-11-2016**

We <Name of Bank> the Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the Supplier and accordingly discharges this Guarantee, subject however, that the Company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

We <Name of Bank> the Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Supplier or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the Company to proceed against the Supplier before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Supplier shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi/ Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)
Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the Guarantee)
(Signatory No.-----)

DATED:

SEAL

Notes :

1. The BG shall be executed on non-judicial stamp paper of not less than Rs 100/- unless otherwise required under relevant statutes, procured in the name of the Bank in the State where the Bank is located. The BG should be only from the Consortium Bank as per Annexure – IX.
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

ANNEXURE- IX

LIST OF CONSORTIUM BANK

	NATIONALISED BANK		PUBLIC SECTOR BANKS
1	Allahabad bank	20	IDBI
2	Andhra bank		FOREIGN BANK
3	Bank of Baroda	21	CITI Bank N.A
4	Canara Bank	22	Deutsche Bank AG
5	Corporation bank	23	The Hongkong and Shanghai Banking Corporation Limited
6	Central bank	24	Standard Chartered Bank
7	Indian Bank	25	J P Morgan
8	Indian Oversea Bank		PRIVATE BANK
9	Oriental bank of Commerce	26	Axis Bank
10	Punjab National Bank	27	The Federal Bank Limited
11	Punjab & Sindh Bank	28	HDFC
12	State Bank of India	29	Kotak Mahindra Bank
13	State Bank of Hyderabad	30	ICICI
14	Syndicate Bank	31	Indusind Bank
15	State Bank of Travancore	32	Yes Bank
16	UCO Bank		
17	Union Bank of India		
18	United Bank of India		
19	Vijaya Bank		

ANNEXURE- X

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to certify that M/s. _____,
(hereinafter referred to as 'Company') having its registered office at _____
_____ is registered under MSMED Act 2006,
(Entrepreneur Memorandum No (Part II) _____ Dtd.
_____, Category: _____ (Micro/Small). (Copy Enclosed)

Further verified from the Book of Accounts that the investment of the company as per the latest audited Financial year _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment is plant and machinery (i.e., original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O. 1722(E) dated October 5, 2006:

Rs. _____ Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006 :

Rs. _____ Lacs

(Strike off whichever is not applicable)

The above investment of Rs. _____ Lacs is within the permissible limit of Rs. _____ Lacs for _____ Micro/Small (*strike off which is applicable*) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (*Strike off which is not applicable*) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322 (E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant

ANNEXURE– XI

NON DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL PSNR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s

Who are submitting offer for providing services to BHEL PSNR against Tender Enquiry No..... hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

Date:

**(Signatures of the Bidder with Name,
Designation & Company's Seal)**



**POWER SECTOR NORTHERN
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PURCHASE DEPARTMENT**

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(ANNEXURE – XII)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER*

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR NORTHERN REGION
SUB CONTRACT & PURCHASE DEPTT.
PLOT NO. 25, SECTOR-16A,
NOIDA – 201301, U.P.

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) NIT/Tender Enquiry No. & Date:

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

Date:

**(Signatures of the Bidder with Name,
Designation & Company’s Seal)**

*** Declaration by Authorised Signatory of Bidder is applicable for OPEN TENDER only.**