

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)
GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY FOR
REINFORCEMENT STEEL
GTC / TMT / 01**

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

Sr. No	Enquiry No. 828E536 Due date : 16.04.2019	Dated : 02.04.2019
1.	INSTRUCTION TO BIDDERS: a) Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures. Corrections or additions must be clearly written both in words and figures and attested, otherwise offer shall be liable for rejection. b) The tenders is proposed to invited and evaluated through online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at https://bhel.abcprocure.com/EPROC/. c) The same shall be opened at 14.30 Hrs. on the same day. Bidder shall submit tenders till 14:00Hrs. d) Bids are to be submitted in Two parts: I) Techno-commercial bid (Part-I): To be submitted on https://bhel.abcprocure.com/EPROC/. II) Bidder to strictly ensure submitting the price bids in BHEL format on e-Procurement platform <u>For any Technical Clarification, please contact:</u> <u>FOR PVUNL Patratu:</u> SHRI VISHAL GARG, Dy. MANAGER / TBEM SHRI BADRISH VISHAL GAUTAM, DGM / TBEM BHARAT HEAVY ELECTRICALS LIMITED TRANSMISSION BUSINESS GROUP TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK, PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305, DISTT- GAUTAM BUDH NAGAR, UP, INDIA Phone : 0120 - 6748461, 6748550 E-mail : vishal_garg@bhel.in ; gautambv@bhel.in <u>For any Commercial Clarification, please contact:</u> SH. S. K. JAIN, AGM (TBMM) / R N RAM, SR. ENGINEER (TBMM) BHARAT HEAVY ELECTRICALS LIMITED TRANSMISSION BUSINESS GROUP TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK, PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305, DISTT- GAUTAM BUDH NAGAR, UP, INDIA Phone : 0120-6748137 / 0120-6748532 Email: raj.ram@bhel.in / skjain@bhel.in	

Sr. No	Enquiry No. 828E536 Due date : 16.04.2019 Dated : 02.04.2019
	e) Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection. f) Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor. g) Authorized signatory should authenticate tender documents. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
2.	PRICES: <u>Prices shall be on FIRM basis.</u> <u>Project Status : DOMESTIC GST applicable</u> a) Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL Shall be allowed. b) Unless specifically indicated in the NIT, the prices shall be on INR basis. c) Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site/ Destination) basis excluding GST. d) Ex-works Price: Ex-works price including packing & forwarding charges.

Sr. No	Enquiry No. 828E536 Due date : 16.04.2019 Dated : 02.04.2019
	e) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted. GST rates along with HSN/SAC code as applicable on Sr No (a) to (e) above is to be mentioned separately in percentage in both un-priced bid and price bid. Note : i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier. v) Prices in respect of Sr No (a) to Sr No (e) of Clause 2 above are to be quoted inclusive of all taxes & Duties, charges. Levies , royalty etc if any, excluding GST. Note: The purchase order shall be placed on (FOR) basis.
3.	<u>TERMS OF PAYMENT:</u> 100 % Payment with Taxes, Duties, Freight & Insurance within 60 days (45 Days for MSE vendor) from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies): - LR duly endorsed in the name of customer by BHEL site. <u>WILL BE ARRANGED BY BHEL.</u> - Receipt of material on the attached format by BHEL site <u>WILL BE ARRANGED BY BHEL.</u> - GST Compliant invoice (If Applicable). - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers - MICG - TEST CERTIFICATES - Guarantee Certificate [A.] Documents to be furnished by vendor immediately after dispatch: - Copy of Invoice - Copy of LR - Copy of Delivery Challan / Packing List NOT APPLICABLE - Copy of Insurance Certificate - Guarantee Certificate [B.] Following Documents to be sent by vendor to TBG, BHEL : - LR duly endorsed in the name of customer by BHEL site - Receipt of material on the attached format by BHEL site - GST Compliant invoice (If Applicable) Delivery Challan / Packing list (case wise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers - Dispatch Clearance / MICG - Guarantee certificate - All Test Reports / Certificates & Inspection Reports (if any). [C] In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL

Sr. No	Enquiry No. 828E536 Due date : 16.04.2019	Dated : 02.04.2019
	Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex works value of the invoice corresponding to the LR / GR against which any Shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / Replenished against Certification by BHEL Site Official. [D] Payment of GST component shall be made only if vendor has deposited the Tax And credit for the same is reflected in GSTN (GST Network). In case credit of the same is not reflected in GSTN , vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month .In case of disallowance of credit /non reflection of credit in GSTN , amount will be recovered from supplier Along with applicable Interest, penalty etc. from any of his dues. [E] If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ Performance of service. In case of non-compliance any additional charges Towards interest, penalty etc., will be to vendors account. [F] TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.	
4.	INTEREST LIABILITY: In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.	
5.	GUARANTEE : The equipment / material shall be guaranteed for 18 months from the date of delivery. The defective material / component shall be replaced free of cost at site.	
6.	BANK GUARANTEE: NOT APPLICABLE	
7.	FINAL ENGINEERING DOCUMENTATION: NOT APPLICABLE	
8.	INSPECTION: BHEL and / or customer / third party may inspect the Equipment / Material before despatch. In the event BHEL / Customer waives off inspection, Test Reports and Results shall be submitted for Approval. Supplier shall obtain Approval on Test Reports and MDCC / MICC (Material Inspection Clearance Certificate) before dispatch of equipment. Stage inspection during manufacturing may also be carried out. Material to be dispatched only after getting Dispatch Clearance from BHEL. Supplier shall send inspection call on prescribed format only, with an advance notice of 15 days. (New Format of Inspection Call attached with this Enquiry).	
9.	DESPATCH DOCUMENTS: Following despatch documents are to be immediately sent to purchaser on despatch. - Copy of Invoice - Copy of LR - Copy of Delivery Challan / Packing List - Copy of Insurance Certificate - Guarantee certificate	
10.	DELIVERY REQUIREMENT: Considering readiness at site, April'19 Vendor to quote their best possible delivery plan in activity schedule to meet the tender's delivery requirement. In case, BHEL's delivery requirement are not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).	

Sr. No	Enquiry No. 828E536 Due date : 16.04.2019	Dated : 02.04.2019
	Note: LR date or Invoice date whichever is later shall be considered as delivery date.	
11.	DELAYED DELIVERY: In case of delay in execution of order beyond the lot wise contractual delivery, an amount of 0.5 % of PO value (Ex-works) of un dispatched good per week or part there-of subject to maximum of 10% of total Ex-Works value of un dispatched good will be levied along with applicable GST on LD.	
12.	VALIDITY: The offer shall be valid for 60 days from the due date of technical BID opening.	
13.	ACCEPTANCE / REJECTION OF TENDER: BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.	
14.	EVALUATION: Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.	
15.	DEVIATION: The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer as mentioned at Sl. No. - 25.	
16.	QUANTITY VARIATION: + 30% and -10%, during contract stage as well as completion of execution of purchase order.	
17.	ARBITRATION: All cases of disputes emanating from and relating to this contract shall be referred to the sole arbitrator appointed by Unit Head / GM, BHEL. The arbitrator may be an employee of BHEL whether serving or retired or any other person nominated by Unit Head/GM BHEL. The arbitration shall be in accordance with the Arbitration and Conciliation Act 1996 and the rules there under as amended from time to time. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final & binding upon both the parties. The venue of arbitration shall be Delhi.	
18.	LEGAL SETTLEMENT: All disputes shall be subject to jurisdiction of court situated in Delhi/New Delhi only. Notwithstanding contained herein anything in this NIT, the original exclusive jurisdiction shall remain of the court at Delhi / New Delhi.	
19.	SUBCONTRACTING: In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.	
20.	RISK PURCHASE: In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and Cost to BHEL of the successful bidder.	
21.	ADJUSTMENT OF RECOVERY: Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works/contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.	

Sr. No	Enquiry No. 828E536 Due date : 16.04.2019	Dated : 02.04.2019
22.	<u>FORCE MAJEURE CONDITION:</u> Force Majeure will mean: Circumstances beyond the control of contracting parties such as but not limited to act of God, natural catastrophes, fire, war, embargo, industrial dispute, riot, civil commotion, restrictions etc. Vendors willing to plead force majeure shall inform its effect on fulfilment of contract and shall not be held responsible for non performance in such circumstances.	
23.	<u>DEMURRAGE / WHARFAGE:</u> For the reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharf ages, if any, paid by BHEL (for stated reasons).	
24.	Procurement will be from manufacturers. Manufacturers should submit offers directly. However in case of involvement of any representative the details of the same along with the copy of the agreement should be submitted in the first part of the offer. Principal manufactures must ensure that the nominated representative do not represent any other manufacture for the same item.	
25.	<u>LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:</u> <u>25.1 : TERMS OF PAYMENT:</u> If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per Terms of Payment at sr. No. 3 above, loading to be done as follows: - Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. 60 days - No loading <u>25.2 : DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</u> Loading for not accepting this clause (Cl.11) shall be the maximum amount specified in this clause.	
26.	"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either 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 at Annexure -1 where deemed validity of EM II certificate of five years has expired) Applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of Two part bid). Non submission of such documents will lead to consideration of their Bid at par with other bidders. No benefit 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. Documents should be Notarized or attested by a Gazetted officer. "	
27.	"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."	
28	For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be	

Sr. No	Enquiry No. 828E536 Due date : 16.04.2019	Dated : 02.04.2019
	applicable. Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following link: http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf	
29	INTEGRITY PACT : Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.	
30	Pre-qualification criteria : Bidder must be NTPC Approved for supply of Reinforcement steel at the time Of technical BID Opening.	

Signature of Bidder (Authorized Signatory) with Date & Seal



TENDER ENQUIRY NO. 828E536

DATE: 02.04.2019

Due on : 16.04.2019

SCHEDULE OF COMMERCIAL DEVIATION

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

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

- In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.
- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

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

Place: -

Date: -

Signature of the authorized representative of

Bidder's name:.....

Designation.....

Company Seal:.....

SCHEDULE OF TECHNICAL DEVIATION

The following are the deviations/ variations exception from the Specification:

SECTION	CLAUSE NO. / PAGE NO.	STATEMENT OF DEVIATION/ VARIATIONS/EXCEPTIONS

- In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.
- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

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

Signature of the authorized representative of

Place: -

Bidder's Name:.....

Date: -

Designation:.....

Company Seal:.....

PROJECT LOCATION

ANNEXURE TO ENQUIRY NO: 828E536

DATED: 02.04.2019

DUE ON : 16.04.2019

CONSIGNEE ADDRESS of PVUNL Patratu Details :

PVUNL Patratu	Delivery Address – Patratu Super Thermal Power Station Expansion 'Phase - 1 (3x800MW) PVUNL , Patratu , Dist – Ramgarh (Jharkhand) PIN - 829119
Customer GSTN	20AAICP3718K1ZH

ANNEXURE TO GTC OF ENQUIRY NO. 828E419 DATED 07.01.2019 Due on:
21.01.2019

REVERSE AUCTION GUIDELINES

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).

As a reminder to the bidders, system will flash following message (in RED Color) during the course of online sealed bid:

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Un Price BID

Project : PVUNL Patratu

item : REINFORCEMENT STEEL - TMT BAR

Enquiry No. 828E536 Dated : 02.04.2019 Due on : 16.04.2019

SL. NO.	DESCRIPTION OF ITEM [ALL REINFORCEMENT STEEL SHALL BE OF THERMO MECHANICAL TREATED TMT BARS OF GRADE FE500D CONFORMING TO IS-1786. LATEST REVISION] *	UNIT	TOTAL QUANTITY	UNIT PRICE EX. WORKS (Rs.)	TOTAL EX. WORKS (Rs.)	UNIT FREIGHT & INSURANCE TILL SITE (Rs.)	TOTAL FREIGHT & INSURANCE TILL SITE (Rs.)	GST @.....% OF COL 6 (Rs.)	GST @.....% OF COL 8 (Rs.)	TOTAL F.O.R. DESTINATION PRICE (Rs.) = TOTAL EX - WORKS + GST on ExW + TOTAL F & I + GST on F&I
1	2	3	4	5	6 = 5 * 4	7	8 = 4 * 7	9	10	11
1	REINFORCEMENT STEEL 8 MM DIA	MT	180							
2	REINFORCEMENT STEEL 10 MM DIA	MT	125							
3	REINFORCEMENT STEEL 12 MM DIA	MT	200							
4	REINFORCEMENT STEEL 16 MM DIA	MT	200							
5	REINFORCEMENT STEEL 20 MM DIA	MT	200							

Cumulative Delivery Period -----Nos. of Week

Clause on IP in the tender**“Integrity Pact (IP)”**

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

Sl	IEM	Address	Phone & Email
1.	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony Bhopal 462016 (M.P.)	dilip.chaudhary@icloud.com
2.	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068	pravin.tripathi@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part 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.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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's officials whose contact details are provided below:

Details of contact person(s):

(1)

Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile) _____

Email: _____
 Fax: _____

(2)

Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile) _____

Email: _____
 Fax: _____

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 Indian Penal Code (IPC) and Prevention of Corruption 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 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 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 /Subcontractors

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 in line with Non- disclosure agreement.
- 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 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption 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.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified 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)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____

Price BID

Project : PVUNL Patratu

item : REINFORCEMENT STEEL - TMT BAR

Enquiry No. 828E536 Dated : 02.04.2019 Due on : 16.04.2019

SL. NO.	DESCRIPTION OF ITEM [ALL REINFORCEMENT STEEL SHALL BE OF THERMO MECHANICAL TREATED TMT BARS OF GRADE FE500 500D CONFORMING TO IS-1786. LATEST REVISION] *	UNIT	TOTAL QUANTITY	UNIT PRICE EX. WORKS (Rs.)	TOTAL EX. WORKS (Rs.)	UNIT FREIGHT & INSURANCE TILL SITE (Rs.)	TOTAL FREIGHT & INSURANCE TILL SITE (Rs.)	GST @.....% OF COL 6 (Rs.)	GST @.....% OF COL 8 (Rs.)	TOTAL F.O.R. DESTINATION PRICE (Rs.) = TOTAL EX - WORKS + GST on ExW + TOTAL F & I + GST on F&I
1	2	3	4	5	6 = 5 * 4	7	8 = 4 * 7	9	10	11
1	REINFORCEMENT STEEL 8 MM DIA	MT	180							
2	REINFORCEMENT STEEL 10 MM DIA	MT	125							
3	REINFORCEMENT STEEL 12 MM DIA	MT	200							
4	REINFORCEMENT STEEL 16 MM DIA	MT	200							
5	REINFORCEMENT STEEL 20 MM DIA	MT	200							