



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Eastern Region

Plot No. 9/1, Block-DJ, Sector-II, Salt Lake,  
Kolkata – 700 091

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E-Tender document no: PSER:PUR:PMX:284(X):112

Date : 08/02/2018

**SUB: E-TENDER DOCUMENT FOR SUPPLY OF PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 (PART-1):2015, 17,000 MT +/- 30% TO 3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA, JHARKHAND. ON F.O.R.SITE BASIS**

SEALED OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> ONLY BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED FOR **SUPPLY OF PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 (PART-1):2015, 17,000 MT +/- 30% TO 3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA, JHARKHAND. ON F.O.R.SITE BASIS**

**BHEL is procuring this cement on behalf of their customer and the same shall be resold to them.**

Please find enclosed tender documents as per following details:

E-Tender document no: **PSER:PUR:PMX:284(X):112** dated **08/02/2018** Comprising of following:

Part – A	PRE-QUALIFICATION CRITERIA
Part – B	General Conditions of contract (GCC)
Part – C	Special Conditions of Contract (SCC)
Part – D	Terms & Conditions of Reverse Auction
Part – E	No Deviation Certificate
Part – F	Price Schedule
Part – G	Integrity Pact

**Last date of submission of offer 19/02/2018 (15-00 Hrs).**

**(Techno-commercial offer shall be opened on same day at 15.30 Hours)**

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

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
<b>TECHNICAL OFFER</b>	1.Scanned copy of Covering letter of offer (To be attached in <b>Attachment</b> section) 2. Copy of Entire tender documents digitally signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in

	<p><b>Attachment</b> section).</p> <p>3. Scanned copy of Techno-Commercial Offer (To be attached in <b>Attachment</b> section)</p> <p>4. Duly filled all annexures except price &amp; unpriced format (To be attached in <b>Attachment</b> section).</p> <p>5. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in <b>Attachment</b> section)</p> <p>6. Copy of Tender change notice (TCN), if applicable (To be attached in <b>Attachment</b> section)</p> <p>7. All supporting documents/ Annexures etc as applicable (To be attached in <b>Attachment</b> section).</p> <p>8. No deviation certificate &amp; No relation certificate in bidders letterhead as per format given in Part –F (To be attached in <b>Attachment</b> section).</p> <p>9. <b>Integrity PACT duly signed &amp; stamped by authorized representative of the bidder (To be attached in Attachment section).</b></p>
<b>PRE-QUALIFICATION PART</b>	9.Pre-qualifying documents with all credentials as per PART-B. (To be attached in PQ <b>Attachment</b> section)
<b>UNPRICED PRICE BID</b>	10.Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per Annexure-I & II. (To be attached in Unpriced bid Attachment section)
<b>PRICE BID</b>	11. Duly filled in Price Schedule as per Annexure-I & II. (To be attached in price bid <b>Attachment</b> section) <b>Any other document uploaded in the price bid, apart from Annexure-I &amp; II, as per tender format, shall not be taken into cognizance for evaluation of offer.</b>

**SPECIAL NOTE:**

- A)** Offer & documents submitted with the offer shall be digitally signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B)** All documents / Annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- C)** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable along with techno - commercial bid. **This pact shall be considered as a preliminary qualification for further participation.**

**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:** D.R.S Chaudhary, I AS (Retd)  
**ADDRESS:** Flat No. L-202 & L-203 (1st Floor)  
 Ansal Lake View Enclave Shamla Hills  
 Bhopal- 462 013 (M.P.)  
**EMAIL:** [dilip.chaudhary@icloud.com](mailto: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."**

- 2.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 3.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 4.0 BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 50:30:20 basis after getting L2/L3/L4 .... but except H1(except in the case of two qualified bidders) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case L3 bidder is not accepting the L1 price but L2 bidder accepts L1 price then order splitting may be 60:40 amongst L1 & L2 bidders. In case of two qualified bidders BHEL reserves the right of splitting on around 60:40 basis.
- 5.0 You are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
- 6.0 BHEL may decide holding pre-bid conference [PBC] with bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
- 7.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 8.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including TCNs, clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 9.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.

- 10.0 Tender document containing above mentioned volumes shall be digitally signed & stamped in all pages including this covering letter. Price bid shall be furnished & uploaded in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 11.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. customer approval etc.
- 12.0 **Offers satisfying the Pre-Q criteria and Techno Commercial conditions will be sent for Customer's acceptance and will be considered for further processing based on their approval.**
- 13.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail/ FAX etc. or through E-Procurement Site <https://bheleps.buyjunction.in>, as per specified format, from the office of the undersigned within **17/02/2018**, from the office of the undersigned which will be clarified to all the bidders. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 14.0 While BHEL reserves the right to open the price bid of the offers in camera. The date & time of Price Bid opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder, who may like to attend, shall be allowed.
- 15.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
- 16.0 Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
- 17.0 **Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.**
- 18.0 *"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://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](http://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 seal 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](http://www.bhel.com) ).*

*Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR ASST. ENGINEER /PURCHASE, BHEL, KOLKATA.*

*However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.*

*Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.*

- 19.0 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.
- 20.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 21.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 22.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 23.0 Suspension of Business dealings with Suppliers/ Contractors : BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in [Annexure-A](#).
- 24.0 "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) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at [Annexure -C](#) 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."

Any Bidder falling under MSME 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 MSME	SC/ST owned	Others
Micro		
Small		
Medium		

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

**25.0 Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June,2017, & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50% , margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.**

**Any Indian Bidder intending to avail the benefits as shall submit the requisite documents as per the aforesaid order.**

**26.0 Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:**

Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- i) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- ii) Notice Inviting Tender (NIT)
- iii) Integrity Pact
- iv) Price SCHEDULE – (Part-F)
- v) Special Conditions of Contract (SCC) – (Part-C)
- vi) General Conditions of Contract (GCC) — (Part-B)
- vii) Suspension of Business dealings with Suppliers/ Contractors
- viii) Annexures– CPP/I, CA certificate etc.

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in websites <https://bheleps.buyjunction.in> / [www.jantermanter.com](http://www.jantermanter.com) , [www.bhel.com](http://www.bhel.com) & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

**27.0 Complete offer to be addressed to, DEPUTY MANAGER /PURCHASE OR AGM /PURCHASE, BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION, PLOT NO.9/1, BLOCK-DJ, SECTOR-II, SALT LAKE, KOLKATA-700091 clearly mentioning the Tender No. along with latest due date of offer submission.**

BHEL RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF. RESPONSIBILITY OF POSTAL/COURIER DELAY SHALL NOT REST WITH BHEL.

for BHARAT HEAVY ELECTRICALS LTD

Deputy Manager (PURCHASE)

Agency	Contact Details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-23398222
	FAX no	033-23211960
	E-mail	<a href="mailto:gargi.ray@bhel.in">gargi.ray@bhel.in</a>
MJUNCTION for Training & eprocurement assistance	For e-procurement assistance & training, bidders may contact <i>MJUNCTION helpdesk phone no. 033-66011717 between 9:30 am till 5:30 pm. Also refer to contact nos. mentioned in their website.</i>	

**PART- A : PRE-QUALIFICATION CRITERIA**

**PRE-QUALIFICATION CRITERIA FOR PORTLAND POZZOLANA CEMENT (PPC) AS PER IS 1489 .**

- 1) THE BIDDER SHOULD BE MANUFACTURER OF PORTLAND POZZOLANA CEMENT (PPC) AS PER IS-1489
- 2) THE BIDDER SHOULD HAVE INTEGRATED CEMENT PLANT IN INDIA WITH CLINKERISATION FACILITY AND HAVE AN ANNUAL CEMENT PRODUCTION CAPACITY OF 3,00,000 MT (MINIMUM)
- 3) THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF CEMENT (PORTLAND POZZOLANA CEMENT( PPC) AS PER IS:1489 ) AT POWER PLANT OR ANY OTHER INFRASTRUCTURE PROJECT OR ANY OTHER INDUSTRY IN LAST THREE YEARS AS ON DATE OF SUBMISSION OF TENDER AND BIDDER SHALL HAVE TO SUBMIT PURCHASE ORDER / COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT.
- 4) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL TURNOVER OF Rupees **150 Lakhs** DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2017. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED TO BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2017 IN SUPPORT OF THIS REQUIREMENT.

IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.

IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN  
INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE  
REQUIRED TO BE CERTIFIED BY THE CHARTERED ACCOUNTANT

- 5) BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).
- 6) CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL

**ANNEXURE-A**

1.0	<b><u>Suspension of Business dealings with Suppliers/ Contractors</u></b>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p><b>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</b></p> <p><b>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</b></p> <p><b>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</b></p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
1.3	<p><b>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</b></p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p>

1.3	<p><b>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</b></p> <ul style="list-style-type: none"> <li>i) Supplier tampers with tendering procedure affecting ordering process.</li> <li>ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.</li> <li>iii) after placement of order, Supplier fails to execute the contract.</li> <li>iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.</li> <li>v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.</li> </ul>
1.4	<p><b>Banning across BHEL shall be imposed in following cases, if</b></p>
1.4.1	<ul style="list-style-type: none"> <li>i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</li> <li>ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means.</li> <li>iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</li> <li>iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.</li> <li>v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</li> <li>vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</li> <li>vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</li> <li>viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.</li> <li>ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</li> </ul>
1.4.2	<p>A Supplier can also be banned with the approval of Director (E, R&amp;D) provided a direction to this effect has been received from the administrative ministry of the Government.</p>

**Note: Above shall be applicable along with latest [Guidelines for “Suspension of Business dealings with Suppliers/ Contractors”](http://www.bhel.com) available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.**

To,

**ANNEXURE-B**

**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 Books 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 in 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 permissible limit of Rs..... Lacs for..... Micro / Small (Strike off which is not 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 5.0. 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

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Annexure-CPP/I**FORMAT FOR DETAILS OF BIDDER**

<b>NAME OF BIDDER</b>	
<b>FAX NO.</b>	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

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To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No: .....,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

**FORMAT FOR SEEKING CLARIFICATION**

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

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

Dear Sir,

Sub: **Request for Clarification**

Ref: 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

**PART – B : GENERAL CONDITIONS OF CONTRACT (GCC)**

SL. NO.	BHEL STANDARD TERMS
1	<p><b>Our requirement is for use TO 3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA, JHARKHAND FOR SUPPLY OF PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 PART-1:2015 (17,000MT +/-30%). BHEL is procuring this cement on behalf of their customer and the same shall be resold to them</b></p> <p>Offers are invited to submit in two-parts. The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to 15.00 Hours on the said due date.</p> <p><b><u>If the vendor submits offer i.e. Technical &amp; Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only &amp; uploaded in the price section.</u></b></p>
2	<p>If any vendor sought to quote through their agents/partners, they have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".</p>
3	<p>BHEL keeps its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms &amp; Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>
4	<p>Tender shall be strictly in accordance with the tender specifications.</p>
5	<p>Supply for the entire ordered quantity shall have to be made at the ordered rate, as per tentative Delivery schedule mentioned at Cl. No. 11 of GCC, subject to MDCC within the tentative delivery schedule.</p>
6	<p>No revision in rate shall be entertained after opening of the tenders.</p>
7	<p>The purchaser shall be under no obligation to accept the lowest or any other tender and shall reserve the right to accept or reject any tender in part or full without assigning any reason, whatsoever.</p>
8	<p><b>BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 50:30:20 basis after getting L2/L3/L4 .... but except H1(except in the case of two qualified bidders) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case L3 bidder is not accepting the L1 price but L2 bidder accepts L1 price then order splitting may be 60:40 amongst L1 &amp; L2 bidders. In case of two qualified bidders BHEL reserves the right of splitting on around 60:40 basis. Hence part quantity order shall be acceptable to bidder.</b></p>
9	<p>Rate shall be quoted in the price schedule format enclosed under Annexure-II.</p>
10	<p><b>TRANSIT INSURANCE</b> Transit insurance from supplier's works/godown to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier</p>

SL. NO.	BHEL STANDARD TERMS
11	<p><b><u>DELIVERY</u></b> :</p> <p><b>Tentative delivery completion by July'18.</b> Delivery shall be as per MDCC . Total required Quantity is <b>17000MT (Seventeen thousand Metric Ton) ± 30% for PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 PART-1:2015.</b></p>
12	Bidder shall be responsible to expedite the movement of consignment after same leaves their premises after loading.
13	<p>Terms of payment :</p> <p><b>(A)</b> 90% of F.O.R price excluding GST payment would be released after receipt of material at site and submission of following documents:-</p> <ol style="list-style-type: none"> <li>a) GST compliant Invoice (1 original plus 2 copies)</li> <li>b) Copy of Intimation to Insurance Company</li> <li>c) Copy of Material Dispatch Clearance Certificate issued by BHEL site.</li> <li>d) Guarantee Certificate.</li> </ol> <p>B) Applicable GST, which shall be paid extra, shall be released to the vendor upon compliance of following:</p> <ol style="list-style-type: none"> <li>i. Vendor declaring such Invoice in his GSTR-1</li> <li>ii. Confirmation of payment of GST thereon by vendor on GSTN Portal</li> <li>iii. Above is subject to receipt of goods (Material Receipt Certificate-MRC) and tax invoice by BHEL thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.</li> </ol> <p>(C) Balance 10% payment of F.O.R price excluding GST would be released on submission of following documents:-</p> <ol style="list-style-type: none"> <li>a) Invoice in triplicate along with Delivery challan</li> <li>b) Copy of store receipt voucher</li> <li>c) Copy manufacturer's test result in original for 7 &amp; 28 days accepted by BHEL/Site.</li> <li>d) <b>Last 10% percentage payment will be released only after confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered for the Final Payment / Retention).</b></li> </ol> <p>Paying Authority RAO, BHEL Site Office, 3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA ,JHARKHAND</p>
14.0	<b>TAXES &amp; DUTIES, ETC.</b>
14.1	<b>All taxes excluding GST with applicable cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, , any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.</b>
14.2	Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
14.3	GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.

SL. NO.	BHEL STANDARD TERMS
14.4	The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
14.5	<b>Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.</b>
14.6	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
14.7	TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable.
14.8	Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following. <b>BHEL GSTN – Refer attached GSTN code table of BHEL.THE APPLICABLE STATE SHALL BE JHARKHAND</b> NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – Shall be as per SCC.
14.9	Bidder to intimate immediately on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances Portal Address – Shall be intimated later. And Email Address – Shall be intimated later. In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
14.10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
14.11	Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
14.12	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
14.13	Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
14.14	<b>Way Bill:</b> Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract.  The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
14.15	Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
14.17	In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.

SL. NO.	BHEL STANDARD TERMS	
<b><u>GSTN code table of BHEL :</u></b>		
<b><u>State wise GST Registration nos.</u></b>		
Sl. No.	State / UT	GST Reg. No.
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

SL. NO.	BHEL STANDARD TERMS
15	The purchaser also reserves the right to place a repeat order for additional quantity, at the same rate.
16	<p><b>INSPECTION TESTING AT SUPPLIERS WORKS</b></p> <p>BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor.</p> <p>BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace at his own cost.</p> <p>No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.</p> <p>Each consignment will be accompanied by MDCC.</p>
17	<p><b>REJECTION</b></p> <p>In case any material is found defective or unsuitable at our works/Site after supply, the same shall be subjected to test by third party and the result of the third party test shall be acceptable and binding to the vendor. In case the test results show that the material does not conform to the standards specified, the whole lot shall be rejected, taken back by the vendor and replaced by the acceptable material at vendor's cost.</p>
18	<p>Rights of BHEL:</p> <p>(A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.</p> <p>(B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:</p> <p>i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution.</p> <p>ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier.</p> <p>iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.</p> <p>v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.</p> <p>vi) Non-compliance to any contractual condition or any other default attributable to Contractor/Supplier.</p> <p>(#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.</p> <p>(C) Risk &amp; Cost Amount against Balance Work:  Risk &amp; Cost amount against balance work shall be calculated as follows:  Risk &amp; Cost Amount= [(A-B) + (A x 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 &amp; ORC, if any.  H = Overhead Factor to 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 (in case of termination of contract):  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 &amp; cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended,</p>

	<p>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. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk &amp; Cost amount.</p> <p><b>(D) LD against delay in executed work / supply in case of Termination of Contract :</b> LD against delay in executed work / supply shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value. Method for calculation of "LD against delay in executed work / supply" is given below.</p> <p>i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1 ii) Let the value of executed work / supply till the time of termination of contract = X iii) Let the Total Executable Value of work / supply for which inputs/fronTS were made available to contractor / supplier and were planned for execution till termination of contract = Y iv) Delay in executed work / supply attributable to contractor/supplier i.e. <math>T2 = [1 - (X/Y)] \times T1</math> v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.</p> <p><b>(E) Recoveries arising out of Risk &amp; Cost and LD or any other recoveries due from Contractor</b> Following sequence shall be applicable for recoveries from contractor / supplier on whom risk &amp; cost has been invoked, after informing the contractor / supplier of the total proposed recovery :</p> <p>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 shall 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 amount to be recovered 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 the same Region / Unit 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 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.</p>
19	<p><b>GUARANTEE</b></p> <p>The material shall be guaranteed for a period of three month from the date of receipt at Site against any manufacturing defects. If any discrepancy noticed during testing, the cement will have to be replaced to Site free of cost. However, test results of third party test i.e. 3/7/28 days shall be final and binding on the vendor. Removal of defective material from our Site shall be arranged by vendor at their own cost failing which BHEL shall arrange disposal at the risk &amp; cost of bidder and subsequent replacement with a fresh acceptable material without jeopardizing project schedule and without any additional cost implication.</p>

SL. NO.	BHEL STANDARD TERMS
20	<p><b>TERMINATION OF CONTRACT</b></p> <p>If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 days NOTICE BY Regd. A.D. post and the tenderer shall comply with the requirement of such notice.</p>
21	<p><b><u>PACKING:</u></b></p> <p><b>The material should be delivered in original manufacturer's temper proof sealed packing.</b>  <b>Packing shall be in non returnable 50 kg bags only.</b></p>
22	<p><b><u>LIQUIDATED DAMAGE (LD) :</u></b></p> <p>It is to be clearly understood among the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. If the party fails to deliver the stores or any part thereof within the period fixed for delivering the quantity of materials for which Material dispatch clearance certificate has been issued by BHEL/Site, purchaser may without any prejudice to the right of the bidder, make liable to an LD of ½% (half percent) per week of the total value of undelivered portion of the material for which Material dispatch clearance certificate has been issued by BHEL subject to a maximum of 10% (Ten percent) of total order value.</p>
23	<p>The sealed tenders super scribing tender number and due date should be <b>addressed to AGM / PUR,/ Deputy Manager/ PUR, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.</b></p>
24	<p>The quotation should be <b>valid at least for a period of 03 (Three) months</b> from the tender due date of submission (extended, if any). <b>Price Variation Clause will not be entertained.</b></p>

SL. NO.	BHEL STANDARD TERMS
25	<p><b>ARBITRATION :</b></p> <p>In case of any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.</p> <p>If any dispute or differences of any kind whatsoever shall arise between BHEL and you, arising out of the contract for performance of work whether during progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the engineer who within a reasonable period after being requested shall give written notice of his decision to you. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by you who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.</p> <p>If after the engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to you by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event you being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of BHEL.</p> <p>Subject as aforesaid the provision of the Arbitration Act 1996 (India) or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The work under this contract shall continue to be performed by you during the arbitration proceedings and no payment due or payable to you shall be withheld on account of such proceedings. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.</p> <p>The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator.</p> <p>This contract shall be governed by the Indian Laws for the time being in force</p>
26	<p><b>JURISDICTION :</b></p> <p>All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.</p>

SL. NO.	BHEL STANDARD TERMS
27	<p><b>FORCE MAJURE</b></p> <p>This order shall be subject to Force Majeure clause defined as under :</p> <p>The Force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the Contract such as: SRCC, Earthquake, Flood, Acts of God, Acts of any Government, domestic or foreign including but not limited to war.</p> <p>The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderers' performance of his obligation has been delayed for other causes.</p>
28	<p><b>CORRESPONDENCE</b></p> <p>Tender should be addressed to :-</p> <p style="padding-left: 40px;">Addl General Manager (PUR) or Dy. General Manager (PUR) Bharat Heavy Electricals Limited DJ-9/1, Sector-II, Salt Lake City, Karunamoyee, Kolkata – 700 091</p>
29	<p><b>"FOR DESTINATION 3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA ,JHARKHAND ON DOOR DELIVERY BASIS "means the bidder shall transport the Material and make the Material/Consignment available at BHEL store at 3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA ,JHARKHAND</b></p>
	<p><b><u>LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS &amp; CONDITIONS</u></b></p>
(II)	<p><b><u>LD Clause</u></b> : Non acceptance of LD clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of LD clause. Ex : If the supplier has accepted for maximum 5% LD clause, then balance 5% will be loaded.</p>
(III)	<p>For all other Terms &amp; Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.</p>
	<p><b><u>Note</u></b> : The offers not complying the above Terms &amp; Conditions will not be accepted.</p>

**Note :**

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.

**PART-C: SPECIAL CONDITIONS OF CONTRACT**

<b>1.0</b>	<b>SITE DETAILS:</b> 3X660 MW North Karanpura Super Thermal Power Project (3x660 MW), a pit head coal based thermal power project, is located in Hazaribagh and Chatra districts of Jharkhand State.  Owner: NTPC (National Thermal Power Corporation)  The power project is located near Tandwa town in Chatra districts in the state of Jharkhand on Hazaribagh-Chatra State highway at a distance of about 50 kms from Hazaribagh city. The nearest commercial airport is Ranchi at a distance of 150 kms from project site. The nearest railhead Khalari Railway Station on Ranchi-Garhwa section of Eastern Railways is about 40 kms from project site..
<b>2.0</b>	<b>THE CONSIGNEE DETAILS SHALL BE AS FOLLOWS:</b> BHARAT HEAVY ELECTRICALS LIMITED 3X660 MW NTPC NORTH KARANPURA PROJECT P.O. TANDWA DIST. CHATRA PIN-825321 JHARKHAND
<b>p3.0</b>	<b>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)</b> MDCC for dispatch of required quantity of cement shall be provided by BHEL <b>North Karanpura</b> site. Complete delivery of the MDCC quantity should be made at site within 30 days from the date of dispatch clearance (MDCC).
<b>4.0</b>	Bidder shall arrange waybill at their own cost for supply of cement to site.
<b>5.0</b>	BHEL shall undertake transit insurance.
<b>6.0</b>	<b>QUANTITY VARIATION</b> Quantity variation shall be limited to $\pm$ 30%.
<b>7.0</b>	<b>INVOICE</b> The successful bidder shall submit original GST invoice to BHEL for getting payment.
<b>8.0</b>	The unloading of cement will be done by BHEL at site within a reasonable time.
<b>9.0</b>	Site test of cement shall be conducted as per <b>BHEL/Customer's</b> field quality plan. BHEL reserves the right to conduct necessary test at vendor's works if required.
<b>10.0</b>	The representative of the vendor should be available at <b>North Karanpura</b> site whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per IS code.
<b>11.0</b>	BHEL reserve the right to cancel the order in case of delay in delivery of cement by vendor and failure to comply with quality requirements. BHEL also reserves the right to place the order on other bidders who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.
<b>12.0</b>	Guarantee / Warranty certificate to be furnished by the successful bidder
<b>13.0</b>	Quality of cement is associated with shelf life. Shelf life of supplied cement should not exceed the limit as per IS-Specification taking into consideration the date of manufacturing, transit time and use of cement at site within 8 weeks from the date of receipt at site. Bidder shall ensure supply of cement at site accordingly.

THE CONSIGNEE, CUSTOMER DETAILS SHALL BE AS FOLLOWS

DETAILS	CUSTOMER NAME [ INVOICED TO]	CONSIGNEE NAME [SHIPPED TO]
ADDRESS LINE 1	BHARAT HEAVY ELECTRICALS LIMITED	BHARAT HEAVY ELECTRICALS LIMITED
ADDRESS LINE 2	3X660 MW NTPC NORTH KARANPURA PROJECT	3X660 MW NTPC NORTH KARANPURA PROJECT
ADDRESS LINE 3	TANDWA	TANDWA
ADDRESS LINE 4	P.O. - TANDWA	P.O. - TANDWA
ADDRESS LINE 5	DIST. - CHATRA	DIST. - CHATRA
PINCODE	825321	825321
STATE	JHARKHAND	JHARKHAND
COUNTRY	INDIA	INDIA
GST NO-	20AAACB4146P5ZP	20AAACB4146P5ZP

**PART-D****Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Process Compliance form (**Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (**as per Annexure-IV of Business Rule Document of Reverse Auction**) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. **In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.**

**PART-E**

**ANNEXURE-I**

(Declaration to be furnished by bidder)

**NO DEVIATION CERTIFICATE**

We hereby confirm that all the terms & conditions of tender No. TENDER NO. **PSER:PUR:PMX:284(X):112 dated 08/02/2018** is acceptable to us.

Any deviation found at any time hereinafter & during execution of order shall be treated as null and void.

We do not have any objections to splitting the quantity among the different bidders by BHEL.

Price submitted shall be valid for (i) Order within 90 days from the date of opening of price bid and (ii) till the supply of full quantity against MDCCs issued within tentative delivery schedule as mentioned. This will be further limited to quantity as mentioned in tender +/-30%.

As a confirmation of having accepted all the terms and conditions of tender no. **PSER:PUR:PMX:284(X):112 dated 08/02/2018** terms and conditions mentioned in the tender duly signed and sealed by us have been enclosed with this declaration.

We confirm that rates have been furnished in the price format (Annexure - II).

(Signature of Bidder with seal)

Date :

## ANNEXURE-III

<b>SL. NO.</b>	<b>DATE OF REQUIREMENT AT SITE</b>	<b>QUANTITY OF CEMENT FOR PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 PART-1:2015, (IN MT) +/- 30%</b>
<b>1.</b>	<b>MARCH'18</b>	<b>4000</b>
<b>2.</b>	<b>April'18</b>	<b>4000</b>
<b>3.</b>	<b>May'18</b>	<b>4000</b>
<b>4.</b>	<b>JUN'18</b>	<b>3000</b>
<b>5.</b>	<b>JULY'18</b>	<b>2000</b>
	<b>TOTAL</b>	<b>17000 MT</b>

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**E-TENDER REFERENCE NO.PSER:PUR:PMX:284(X):112 dated 08/02/2018**

**PART- F - UNPRICED PRICE SCHEDULE (REV:00)**

**ANNEXURE – I**

**BREAKUP OF NET PRICE PER METRIC TON**

SL. NO.	DESCRIPTION OF ITEM	NET PRICE PER METRIC TON	UNIT OF MEASUREMENT	QTY	TOTAL PRICE
1	2	3	5	6	(7)=(6)X(4)
1	PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 PART-1:2015	AUTOFILLED	METRIC TON	17000	(AUTOFILLED)
Amount in Words(INR)		(AUTOFILLED)			

NOTE:

1. QUOTED "NET PRICE PER METRIC TON" (COLUMN NO.3) SHALL INCLUDE ALL STATUTORY DUTIES, TAXES AND ALL OTHER CHARGES AS F.O.R. DESTINATION At 3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA ,JHARKHAND EXCLUDING GST, AS PER ENTIRE TENDER SCOPE . ( FOR SUPPLY OF ENTIRE 17000MT +/- 30%).

2. ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS

3. BREAKUP TO BE GIVEN IN ANNEXURE-II.

4. BHEL WOULD UNDERTAKE TRANSIT INSURANCE, FOR MATERIAL TRANSPORTED BY THE BIDDER AND MADE AVAILABLE AT BHEL'S SIDE

on FOR site basis.3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA ,JHARKHAND.

5. THE QUOTED RATE SHALL REMAIN CONSTANT DURING VALIDITY PERIOD OF OFFER & SUPPLIES.

6. WHILE QUOTING BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THIS TENDER

INCLUDING GENERAL TERMS & CONDITIONS (PART - B) AND SPECIAL TERMS & CONDITIONS. (PART - C)

7.GST SHALL BE PAID EXTRA, AS APPLICABLE

**E-TENDER REFERENCE NO.PSER:PUR:PMX:284(X):112 dated 08/02/2018**

**PART- F - UNPRICED PRICE SCHEDULE (REV:00)**

**ANNEXURE – I I**

**BREAKUP OF NET PRICE PER METRIC TON**

SL. NO.	DESCRIPTION OF MATERIALS	TOTAL NET PRICE ( ALL INCLUSIVE F.O.R. DESTINATION PRICE PER MT EXCLUDING APPLICABLE GST)
1	2	3
1	PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 PART-1:2015	
	Amount in Words(INR)	

**Note :**

**1. BIDDERS TO MENTION ONLY QUOTED/ UNQUOTED AGAINST COLOUMN NO. 3 , PRICE NOT TO BE MENTIONED IN UNPRICED PRICE BID.**

**2.EVALUATION SHALL BE ON COLOUMN NO. 3 I.E. ALL INCLUSIVE F.O.R. DESTINATION PRICE PER MT EXCLUDING APPLICABLE GST**

**3. GST SHALL BE PAID EXTRA, AS APPLICABLE.**

**4. BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.**

4. BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 50:30:20 basis after getting L2/L3/L4 ....on bidders acceptance of the counter offered L1 price, but except H1(except in the case of two qualified bidders) . Sequence of counter offer shall be as per their respective ranking. In case L3 bidder is not accepting the L1 price but L2 bidder accepts L1 price then order splitting may be 60:40 amongst L1 & L2 bidders. In case of two qualified bidders BHEL reserves the right of splitting on around 60:40 basis

**E-TENDER REFERENCE NO.PSER:PUR:PMX:284(X):112 dated 08/02/2018****PART- F - PRICE SCHEDULE (REV:00)****ANNEXURE – I****BREAKUP OF NET PRICE PER METRIC TON**

SL. NO.	DESCRIPTION OF ITEM	NET PRICE PER METRIC TON	UNIT OF MEASUREMENT	QTY	TOTAL PRICE
1	2	3	5	6	(7)=(6)X(4)
1	PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 PART-1:2015		METRIC TON	17000	
<b>Amount in Words(INR)</b>		<b>No Rupees Only</b>			

## NOTE:

1. QUOTED "NET PRICE PER METRIC TON" (COLUMN NO.3) SHALL INCLUDE ALL STATUTORY DUTIES, TAXES AND ALL OTHER CHARGES AS F.O.R. DESTINATION At 3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA ,JHARKHAND EXCLUDING GST, AS PER ENTIRE TENDER SCOPE . ( FOR SUPPLY OF ENTIRE 17000MT +/- 30%).
2. ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS
3. BREAKUP TO BE GIVEN IN ANNEXURE-II.
4. BHEL WOULD UNDERTAKE TRANSIT INSURANCE, FOR MATERIAL TRANSPORTED BY THE BIDDER AND MADE AVAILABLE AT BHEL'S SIDE on FOR site basis.3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA ,JHARKHAND.
5. THE QUOTED RATE SHALL REMAIN CONSTANT DURING VALIDITY PERIOD OF OFFER & SUPPLIES.
6. WHILE QUOTING BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THIS TENDER INCLUDING GENERAL TERMS & CONDITIONS (PART - B) AND SPECIAL TERMS & CONDITIONS. (PART - C)
- 7.GST SHALL BE PAID EXTRA, AS APPLICABLE

**E-TENDER REFERENCE NO.PSER:PUR:PMX:284(X):112 dated 08/02/2018****PART- F - PRICE SCHEDULE (REV:00)****ANNEXURE – I I****BREAKUP OF NET PRICE PER METRIC TON**

SL. NO.	DESCRIPTION OF MATERIALS	TOTAL NET PRICE ( ALL INCLUSIVE F.O.R. DESTINATION PRICE PER MT EXCLUDING APPLICABLE GST)
1	2	3
1	PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 PART-1:2015	
	Amount in Words(INR)	No Rupees Only

**Note :**

**1. EVALUATION SHALL BE ON COLOUMN NO. 3 I.E. ALL INCLUSIVE F.O.R. DESTINATION PRICE PER MT EXCLUDING APPLICABLE GST**

**2. GST SHALL BE PAID EXTRA, AS APPLICABLE.**

**3. BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.**

4. BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 50:30:20 basis after getting L2/L3/L4 ....on bidders acceptance of the counter offered L1 price, but except H1(except in the case of two qualified bidders) . Sequence of counter offer shall be as per their respective ranking. In case L3 bidder is not accepting the L1 price but L2 bidder accepts L1 price then order splitting may be 60:40 amongst L1 & L2 bidders. In case of two qualified bidders BHEL reserves the right of splitting on around 60:40 basis

## **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.

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For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_