

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 4269/4421	ENQUIRY NO. B/4011/2016/3543V/1 PACKAGE: FIRE RESISTANT FLUID (FRF) PROJECT: VARIOUS PROJECTS DATE OF ISSUE OF ENQUIRY: 15/11/2016 ENQUIRY DUE DATE: 07/12/2016 (BY 1345 HRS IST)
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INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for the supply of Fire Resistant Fluid (FRF) as per requirement mentioned below:

Sl. No.	Material Code & Description	Project	Qty	Scheduled Delivery
1	W90311938019 FIRE RESISTANT FLUID SPEC: ST22007 REV.04	Neyvelli	60964 KGs	At the earliest (37388 KGs) 25/01/17 (23576 KGs)
		IB Valley	6440 KGs	At the earliest (3220 KGs) 11/01/17 (3220 KGs)
		Kothagudem	3220 KGs	02/02/17
		Wanakbori	3220 KGs	30/04/17
		Tuticorin	37388 KGs	08/01/18
		North Karanpura	9660 KGs	At the earliest (3220 KGs) 23/06/17 (3220 KGs) 23/12/17 (3220 KGs)
		Rourkela	958 KGs	10/02/18
		Ennore	6440 KGs	29/01/18 (3220 KGs) 31/03/18 (3220 KGs)

TOTAL REQUIREMENT IN KGS: 128290 KGs

2. EARNEST MONEY DEPOSIT (EMD)

3.1 Interested vendors must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:

Details	Amount In INR	Amount in Foreign Currency	Type
EMD	INR 2,00,000/- (INR Two Lacs)	USD 3000 or Equivalent foreign currency	Refundable

3.2 The EMD should be submitted in the form of demand draft / Pay Order/ Cash (as permissible under Income Tax Act). The Drafts shall be drawn in favor of "BHEL Hardwar". In case of foreign bidders, E-payment is also acceptable. For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Name: Sh. Sudhir Sharma Design: Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

- 3.3 Bidders already registered at BHEL Hardwar for this package (i.e. PMD Vendors) are exempted from submission of the EMD.
- 3.4 MSE Suppliers/Central / State – PSUs / Government departments are exempted from submission of the EMD.
- 3.5 Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value shall not be considered for further evaluation. An opportunity may be given to the bidder for submitting the

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requisite EMD and the offers would be evaluated only in case, the requisite EMD is received within a time bound period.

- 3.6 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be refunded after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening (PART-I).

3. PRE-QUALIFICATION REQUIREMENT (PQR)

The Pre-Qualification Requirements have been compiled and placed at **ANNEXURE-A**. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.

4. SUBMISSION OF OFFER

- 5.1 Only English version of all documents would be valid & binding.
- 5.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.
- 5.3 Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
- 5.4 Tenders are to be submitted in Two Parts and Part-I (Techno-Commercial Bid alongwith PQR, as detailed below) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:

[A] PART-I: PRE-QUALIFICATION REQUIREMENT (PQR) & TECHNO-COMMERCIAL BID

Comprising of following documents:

- a. Earnest Money Deposit (EMD)/details of EMD in case of E-Payment.
- b. Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc. The Pre-Qualification requirements is as per enclosed **ANNEXURE-A**.
- c. Complete Technical offer with relevant drawings/ documents etc. as per enclosed specification **ST22007 Rev.04**.
- d. **"INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY"** and **"GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)"** are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately.
- e. Commercial Terms & Conditions
- f. Any Deviation with reference to technical requirements/specification to be laid down on separate sheet along with the cost of Withdrawal of such technical deviations (if any). Acceptance of such technical deviations would be at the discretion of BHEL.
- g. Un-Priced replica of Price Bid
- h. **Supplier Registration Form (SRF)**: Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item, have to apply through Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to

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registration has to be uploaded on the website and the application submitted for registration. One set of hard copy of the filled up Supplier Registration Form (SRF) downloaded from Online Registration Portal duly signed and stamped has to be submitted along with the offer.

Note: The SRF complete in all respects, should be submitted necessarily before price bid opening. The bidders registered at BHEL for this item (i.e. PMD Vendors) are exempted from submission of the SRF.

[B] PART-II: PRICE-BID

Containing Prices is to be submitted in original, strictly as per enquiry conditions for complete scope of tender enquiry

- 5.5 Following shall be superscribed on the envelopes which shall be addressed by name and designation to the official inviting tender:

PART-I (refer clause 5.4 [A]) : 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID WITH PQR".

PART-II (refer clause 5.5 [B]) 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "PRICE BID".

- 5.6 Parts – I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a main cover duly sealed and superscribed as:

"OFFER FOR (ITEM NAME) AGAINST ENQUIRY NO. B/4011/2016/3543V/1 DUE ON _____ CONTAINING PART-I & PART-II Bids". Vendor's full name and address should be clearly mentioned on the envelope

- 5.7 Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.
- 5.8 Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box, addressed as follows:
- To,
THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.
- 5.9 Tender opening is scheduled to start in the Tender Room at 2:00 PM (IST), on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM (IST) on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.
- 5.10 The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

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- 5.11 **PART-I (Techno-Commercial bid with PQR)** will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected.
- 5.12 **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 2 above.** The Pre-Qualification requirements have been compiled in enclosed **ANNEXURE-A**.
- 5.13 After opening of the techno-commercial offer, the offers would be evaluated by BHEL and acceptance shall be subject to End Customer approval (IF REQUIRED). Price Bid shall be opened only of the Customer approved vendors and procurement would be made from customer approved vendors only.
- 5.14 After finalization of Techno-Commercial evaluation, offers of BHEL and Customer approved vendors who have qualified in techno-commercial offer shall be considered for Price Bid Opening/RA.
- 5.15 All correspondence thereof, shall be addressed to the following persons:

Mr. Rahul Sharma Designation: Dy. Manager (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: rahul@bhelhwr.co.in Tel: +91 1334 28 4421	Mr. Sudarshan Ram Designation: AGM (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: sram@bhelhwr.co.in Tel: +91 1334 28 4269
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- 5.16 Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- 5.17 Bidder shall not be allowed to carry camera/laptop in the tender room. The use of Mobile Phone is also restricted in the Tender Room.
- 5.18 Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
- 5.19 As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).
- 5.20 Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

6 RIGHT OF ACCEPTANCE

- 6.1 BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- 6.2 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer/bid submission (Part-I). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Conditional discounts shall not be considered for evaluation of tenders.
- 6.3 Unsolicited discounts/revised offers given after enquiry opening (i.e. Part-I bid opening) shall not be accepted.

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- 6.4 In case there is no change in the technical scope and/or specifications and/or commercial terms & conditions, the bidder/s shall not be allowed to change his/their price bids after the due date (i.e. Part-I bid opening).
- 6.5 In case of changes in scope and/or technical specification and/or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 6.6 In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their latest price bid shall prevail. However in such condition their original price bid will necessarily be opened.
- 6.7 After technical & commercial examination of the offers received and clarifications obtained (if required), Part-II (Revised Price Bid/ Original Price Bid along with Price Impact and Discount, if any) shall be opened, for which the date and time shall be intimated to technically and commercially acceptable bidders in case of public opening. BHEL may opt to finalise the prices through Reverse Auction amongst technically and commercially acceptable bidders. BHEL reserves the right to open the earlier price bids, if any, submitted by the bidder(s), if required.
- 6.8 No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.

7 BASIS OF QUOTATION

For Supplies from outside India:

The prices are necessarily to be quoted on CFR Mumbai (India) basis.

For Supplies from within India:

The prices are to be quoted on Ex-Works with freight Pre-paid up to destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Pls. note that, if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) from Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.

Vendors should quote inland freight charges (for supplies within India, if any). In case the offer is silent regarding inland freight charges, then, **the same would be considered to be inclusive in the offer.** In such case, no separate freight charges would be payable to the supplier (in the event of ordering) and transportation has to be arranged by supplier at their own cost.

8 OFFER VALIDITY

The offer is to be submitted with a validity of 180 days from the date of opening of techno-commercial offers (Part-I Offer). BHEL will reserve the right to reject the offer, quoting validity less than 180 days.

9 PRICES

- 9.1 The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.

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- 9.2 Bidder shall closely peruse all clauses, specifications & drawings etc. indicated in tender documents before quoting. In case of any doubt about meaning of any portion of tender specifications or discrepancies or omissions in drawings/ tender document or clarifications regarding scope of work etc., the official(s) inviting the tender can be contacted for clarifications, before submitting the offer.
- 9.3 The un-priced replica of Price Bid (i.e. copy of price bid without prices), should necessarily submitted along with **PART-I (Techno-Commercial bid with PQR)** of the offer.
- 9.4 The prices for foreign scope of supply & services (i.e. from outside India) should be quoted in Euro/USD/JPY/UK Pound/ SF/Singapore Dollar or any other Internationally Freely Tradable Currency only.
- 9.5 In the Price Breakup source of billing, source country of supply, Currency of quotation, separate FOB & CFR Mumbai (India) Charges (for imported shipment) and rate of all applicable taxes & duties, should be clearly mentioned.
- 9.6 Transit Insurance (both Marine & Inland) would be arranged by BHEL.
- 9.7 Tenderer shall quote the rates in English language and international numerals only. Total Price shall be entered in figures as well as in words. All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasures, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

10 APPLICABLE TAXES & DUTIES:

- 10.1 **Excise Duty (For supplies within India i.e. Indian Bidders):** Presently, the project wise applicability of Excise Duty for each project is as mentioned below:
- Neyvelli: Excise Duty Exempted.
 - IB Valley: Excise Duty on Merit i.e. full applicable Excise Duty.
 - Kothagudem: Excise Duty on Merit i.e. full applicable Excise Duty.
 - Wanakbori: Excise Duty on Merit i.e. full applicable Excise Duty.
 - Tuticorin: Excise Duty on Merit i.e. full applicable Excise Duty.
 - North Karanpura: Excise Duty Exempted.
 - Rourkela: Excise Duty on Merit i.e. full applicable Excise Duty.
 - Ennore: Excise Duty on Merit i.e. full applicable Excise Duty.
- 10.2 **For Projects with ED Exempted:** Relevant documents for availing ED Exemption (PAC, PAC amendment etc.) would be provided by BHEL after the placement of order and Excise Duty would not be payable under any circumstances for these projects.
- 10.3 **Sales Tax (For supplies within India i.e. Indian Bidders):** The rates of applicable Central Sales tax (CST) / Value Added Tax (VAT) percentage and the total amount with concessional form (s) should be specifically mentioned in your offer. The CST/VAT would be reimbursed only if the same is paid by the vendor/sub-vendor.
- 10.4 **CUSTOM DUTY (For supplies outside India):** Presently, the project wise applicability of Custom Duty for each project is as mentioned below:
- Neyvelli: Custom Duty Free.

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- b. IB Valley: Custom Duty on Project Import (PI) basis.
- c. Kothagudem: Custom Duty on Project Import (PI) basis.
- d. Wanakbori: Custom Duty on Project Import (PI) basis.
- e. Tuticorin: Custom Duty on Project Import (PI) basis.
- f. North Karanpura: Custom Duty Free.
- g. Rourkela: Custom Duty on Project Import (PI) basis.
- h. Ennore: Custom Duty on Project Import (PI) basis.

10.5 The comparison of offers would be done as per the applicable Taxes & Duty structure on the date of opening of Price Bid.

11 EVALUATION CRITERIA

- 11.1 Evaluation will be done on the basis of total landed cost for the complete requirement covered in the enquiry (i.e. for a total package price of **128290 KGS of FRF**), with cost involved for delivery up to final project site (considering total material value, taxes & duties, Freight, Insurance, and Commercial Loading etc.).
- 11.2 Import Offers (supply portion offered on CFR Mumbai (India) basis) shall be loaded for Marine Insurance, Port Handling/Clearing Charges, applicable custom duties for the project, freight element and other charges involved for delivery up to Project Site as following:
 - o Marine insurance – @ 0.01% of FOB value
 - o Port handling/ clearing charges – @ 1% of CIF value.
 - o Custom Duty (including CVD & SAD): As prevailing on date of price bid opening.
 - o Inland freight & Insurance (from Mumbai to respective Site): As per applicable rate of BHEL transportation contract/ standard practice at BHEL/GISTC, whichever is higher.
- 11.3 For evaluation (of offers quoted in Foreign Currency), exchange rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

12 PAYMENT TERMS

- 12.1 **STANDARD PAYMENT TERMS (For both Foreign & Indigenous Bidders):** 100% payment shall be made after receipt and acceptance of material at respective Project Site. **Material receipt and acceptance certificate from BHEL will be part of negotiation document for claiming payment.**
- 12.2 The payment may be claimed thru bank (i.e. CAD) or directly to BHEL. In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account.

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- 12.3 **For Foreign Bidders:** In case Bidders insists Payment thru Letter of Credit, BHEL may agree for Un-Confirmed and Irrevocable Letter of Credit and will be opened 60 days prior to the scheduled delivery and will be valid for 90 days.
- 12.4 **For Indian Bidders:** Payment thru Letter of Credit (LC) will not be allowed. BHEL reserves the right to either reject the offer or load the offer of Indian bidders insisting payment thru LC.
- 12.5 **Loading for Deviation in Payment terms (for both Indian & Foreign Bidders):** BHEL reserves the right to load the offers of vendors for deviation in payment terms mentioned in the enquiry. Base rate of SBI (as on 31st March 2016) + 6% per annum, shall be considered for loading for the period of relaxation sought by bidders. Loading would be done on basic cost of items, as per table given below:

Payment Terms		Days of Loading
After Receipt & Acceptance of material at Site (Indian/Foreign Bidders)		No Loading
Against Delivery at BHEL Site (against Material Receipt Certificate) (Indian/Foreign Bidders)		15
Against documents through bank (CAD):	Foreign Bidders	45
	Indian Bidders	30
Letter of Credit (LC)	Foreign Bidders	60
	Indian Bidders (if allowed under exceptional circumstances)	45
Usance LC	Foreign Bidders	No Loading if usance period is > 45 Days.
		Loading of days difference i.e difference between 45 days and usance period if the usance period is < 45 days
	Indian Bidders (if allowed under exceptional circumstances)	No Loading if usance period is > 60 Days.
		Loading of days difference i.e difference between 60 days and usance period if the usance period is <60 days

13 GUARANTEE/WARRANTY CLAUSE

- 13.1 Guarantee/ Warranty Period: FRF would be Guaranteed for a period of 24 Months from the date of shipment of FRF.
- 13.2 Please note that vendors quoting guarantee less than 18 months from dispatch shall not be considered. In case of deviation is Guarantee Period, offer shall be evaluated with loading @4% per annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.
- 13.3 Supplier shall be responsible for free replacement of the defective FRF on our site without any extra cost to BHEL. Please confirm.
- 13.4 In case of damage due to reasons other than inadequacy in packing/loading, you are required to depute your representative at site / place of damage at the time of insurance survey to ascertain and confirm the extent of damage. Please confirm

14 DELIVERY PERIOD

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- 14.1 Please quote your delivery completion period in line with the enquiry lot date. In case it is not possible to meet the lot date, you may quote your best possible delivery completion period in number of weeks from the date of Purchase Order.
- 14.2 If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.

15 PENALTY FOR LATE DELIVERY

- 15.1 In case of delay in supply of material beyond the agreed contractual delivery, Penalty for Late Delivery would be applicable @ 0.5% of the **total order value (each LOT)** per week of delay or part thereof subject to a maximum of 10% of the **total order value (each LOT)**.
- 15.2 For Supplies from outside India, the date of OBL (Original Bill of Lading)/ Air Way Bill (AWB) would be treated as the date of delivery for penalty purposes.
- 15.3 For Supplies within India, the date of GR (Goods Receipt)/ LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.
- 15.4 In case of dispatch thru BHEL un-approved transporter (for indigenous supplies), receipted GR/LR from Project Site would be required for processing of the invoice. In such case, no demurrage charges would be borne by BHEL.
- 15.5 In case of any deviation to the above penalty clause, BHEL reserves the right to load the offers to the extent to which it is not agreed by vendors (at offered value).

16 QUALITY REQUIREMENTS & MDCC CLAUSE

- 16.1 Presently, customer approval is not envisaged for this product. However, in case the same is required at a later stage, the final acceptance of the offers shall be subject to vendor approval by End Customer (if required). BHEL will open the Price Bids of only those vendors who are finally approved by the end customer (if required).
- 16.2 Following documents should be submitted along with your offer for taking up approval with the end customer (after qualification of PQR and acceptance by BHEL):
1. Company profile
 2. Details of manufacturing and testing facilities
 3. Reference lists – orders executed for power utilities / Thermal power plants
 4. Customer approval letters
 5. Copies of certificates eg. ISO 9001 or other relevant certifications
 6. Other Credentials (if any).
- 16.3 Testing and Certification shall be as per ordering specification. Please confirm the compliance of testing & certification requirements as per ordering specifications.
- 16.4 The Material is to be dispatched only after receipt of Material Dispatch Clearance Certificate (MDCC) from BHEL.

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5 PACKING

- 5.1 Drums of FRF should be supplied on Wooden Pallets to avoid damage of Drums during Transit. Drums used for packing of FRF should have adequate strength for Transportation and Storage of FRF. Kindly confirm.
- 5.2 Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate:-
- Packing size.
 - Gross weight and net weight of each package.
 - Contents of the package with quantity of each item separately.

A copy of draft packing list (with above details) should also be submitted along with the offer.

6 INTEGRITY PACT (IP):

- 6.1 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 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 preliminary qualification.

Details of IEM for this tender is furnished below:

Name: Mrs. Pravin Tripathi (IA & AS (Retd.))
Address: D-243, Anupam Gardens, Lane
IB, Neb Sarai,
Sainik Farms,
New Delhi – 110 068
Email: pravin.tripathi@gmail.com

- 6.2 Please refer Section-8 of the IP Role & 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 clarifications/issues shall be addressed directly to the tender issuing (procurement) department. Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 4269/4421	ENQUIRY NO. B/4011/2016/3543V/1 PACKAGE: FIRE RESISTANT FLUID (FRF) PROJECT: VARIOUS PROJECTS DATE OF ISSUE OF ENQUIRY: 15/11/2016 ENQUIRY DUE DATE: 07/12/2016 (BY 1345 HRS IST)
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7 REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Online sealed bid" in the Reverse Auction. Non-submission of "Online Sealed Bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Detailed terms and conditions for RA are enclosed (refer **Annexure-B**)

8 SETTLEMENT OF DISPUTES /ARBITRATION :

For Supplies from outside India:

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

For Supplies from within India:

In case of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

BHEL reserves the right to reject the offer in case bidder does not agree to the arbitration clause.

9 RISK PURCHASE :

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 4269/4421	ENQUIRY NO. B/4011/2016/3543V/1 PACKAGE: FIRE RESISTANT FLUID (FRF) PROJECT: VARIOUS PROJECTS DATE OF ISSUE OF ENQUIRY: 15/11/2016 ENQUIRY DUE DATE: 07/12/2016 (BY 1345 HRS IST)
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Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

10 DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

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

11 PRE-BID MEETING :

Pre-Bid clarifications & deviations (if any) should be sought within 10 days of issue of the enquiry. Bidders to compile all clarifications, if any, preferably in single communication. The clarifications would be provided within 3 days of receipt of queries. Bidders may also have across the table discussions for seeking pre-bid clarifications (if required).

12 IMPORTANT NOTE

INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY are to be read along with **GISTC (for both Foreign & Indian Bidders)**. A signed & stamped copy of these documents as a token of acceptance is to be submitted along with the offer. In the event of contradiction of terms and conditions mentioned, the order of preference shall be INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).

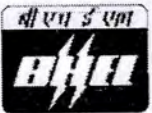
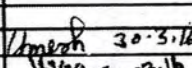
Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.

13 List of Enclosures

- i. INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY
- ii. Technical Specification **ST 22007 Revision No. 4**
- iii. Pre-Qualification Requirements along with Annexures mentioned therein (**Annexure-A**)
- iv. Terms & Conditions of Reverse Auction (**Annexure-B**)
- v. GISTC (For Foreign Bidders)
- vi. GISTC (for Indian Bidders)
- vii. Format of Integrity Pact

For and on behalf of BHEL, Hardwar

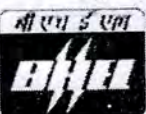
(SK Baveja)
AGM & In-Charge (PPX/BOI)

दिनांक एवं प्रमाण SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST22007	
				पृष्ठ 7 का 1 Page 1 Of 7	
मालकी सूची नम्बर हे अतिरिक्त पत्र हे TLV 901202	SUPERSEDES INVENTORY NO				
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.					
स्वतंत्रताद्वारा एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत भारी भारी विद्युत निगम की संपत्ति है। इसका प्रयोग एवं प्रसारण अन्य किसी भी व्यक्ति, संस्था या निगम को बिना भारत भारी विद्युत निगम की अनुमति के नहीं किया जा सकता है।					
दिनांक एवं प्रमाण SIGN & DATE 	दिनांक एवं प्रमाण SIGNATURE & DATE 				
मालकी सूची नम्बर INVENTORY NO. P-5573	ISE & CPL	P.O. RAHUL	03.04.16	अनुवादक TRANSLATED BY	UAMESH VERMA
	TSX	A.KUMAR	06/11/16	निर्माणकर्ता WORKED BY	VIKAS MALHOTRA
	QAX	SK CHAUHAN	03.04.16	जांचकर्ता CHECKED BY	P.K.BANSAL
	मालिक विभाग AGREED DEPT.	नाम NAME	दिनांक एवं प्रमाण DATE & SIGNATURE	पर्यवेक्षणकर्ता SUPERVISED BY	P.K.BANSAL
SUPERSEDES			स्वीकृति APPROVED : RAJEEV GULATI (AGM, STE)		
REV.NO. 04			निर्माण PREPARED : STE		
DL 30.03.2016			जारी ISSUED : TSX		
CHANGE ADVICE NO STE-16-03			दिनांक DATE 20.06.2001		

प्रमाणित एवं गोपनीय This document is the property of Bharat Heavy Electricals Ltd. It must not be used directly or indirectly in any way detrimental to the interest of the company.	उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)	ST22007	
		पृष्ठ 7 का 2 Page 2 Of 7	
SUPPLIERS INVENTORY NO.	1.0 SCOPE: This specification is applicable for fire resistant fluids, hereafter referred to as FRF. Used as a pressure transmitting medium in the turbine control and governing system, electro-hydraulic actuators (compact drives and electro-hydraulic drives) with integrated hydraulic supply (nominal pressure 160 bar). The specification is based on TLV 9012 AUSF 01; 9012 02.		
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Ltd. It must not be used directly or indirectly in any way detrimental to the interest of the company.	2.0 GENERAL REQUIREMENTS:		
	2.1 TYPE OF FIRE RESISTANT FLUID: The FRF shall be Triarylphosphate esters type free from water content. The FRF is designated as HFD according to DIN 51502.		
	2.2 CHEMICAL COMPOSITION: The FRF shall be 100% natural Trixylenyl phosphate (TXP), a reaction product of Phosphorus oxychloride and xylol. This product has the following chemical formula. CAS NUMBER 25155-23-1 Further, tert-butylphenyl diphenyl phosphate, CAS NO: 68937-40-6 is also acceptable. The final product must be free of neurotoxic quantities of ortho-cresol-compounds. In order to improve certain properties e.g. corrosion protection, oxidation stability additives may be included provided they have no negative effect on the materials of the FRF-system or its operation.		
2.3 CORROSION PROTECTION:			
SIGN & DATE 2/4/16	(a) The FRF shall not cause corrosion to the following materials: Steel, Copper, Copper Alloys, Zinc, Tin, and Aluminum. (b) The FRF must be capable of providing sufficient corrosion protection to the materials Used in the FRF-system. (c) The FRF will be continuously regenerated with a regeneration agent. (d) The FRF must not cause any erosion or corrosion on the edges of the control elements.		
INVENTORY NO. P.5373	REV. NO.04	निर्माणकर्ता WORKED BY VIKAS MALHOTRA	30.03.16
		जांचकर्ता CHECKED BY P.K.BANSAL	2/4/16

प्रमाणित प्रमाणित SIGN & DATE				उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST22007	
सुपरसिड INVENTORY NO		2.4 VISCOSITY GROUP: The FRF shall be of viscosity group ISO VG46.		पृष्ठ 7 का 3 Page 3 Of 7			
प्रमाणित प्रमाणित अधिकृत प्रमाणित		2.5 LIFE TIME: Under the mentioned conditions and with regular regeneration, the FRF must provide a minimum life time of 25000 operating hours without any significant change in its properties. The maximum permissible limit of alteration in parameters during its working life are indicated under clause 2.13.					
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		2.6 SHEAR STABILITY: The FRF must be shear-stable. It should not contain viscosity index (VI) improver.					
		2.7 FIRE RESISTANCE: The FRF leaking from the system must not ignite or burn in contact with hot surface (up to 550°C).					
		2.8 THERMAL STABILITY: The FRF must be capable for withstanding a continuous temperatures of 75°C without Physical or chemical degradation.					
		2.9 COMPATIBILITY WITH ANOTHER BRAND OF FRF: The FRF must be miscible with trace (Max. 3% by volume) of TXP of another brand. There should be no deterioration of the FRF in the presence of such trace quantities.					
स्वामित्व और गोपनीय इस दस्तावेज़ में दी गई जानकारी भारत भारती लिमिटेड का संपत्ति है। इसका प्रयोग केवल भारत भारती लिमिटेड के लिए ही किया जा सकता है। इस दस्तावेज़ को किसी भी प्रकार से प्रसारित करना या इसकी प्रतिलिपि बनाना या इसका उपयोग किसी अन्य उद्देश्य के लिए करना गैर कानूनी है।		2.10 COMPATIBILITY WITH PACKING MATERIAL: The FRF must be compatible with the following packing materials used in the system: Fluorocarbon rubber (FKM), Butyl rubber (IIR), Polytetrafluoroethylene (PTFE), Polyethylene (PE), Polyamide (PA), Di-isocyanate adhesive, Polyurethane/polyester. The FRF should not have a negative influence on its air-separation capability in the presence of above packing materials.					
		2.11 PHYSIOLOGICAL CONSIDERATIONS: The FRF must not cause a safety or health hazard to the persons working with it provided that normal good industrial hygiene practices are followed.					
प्रमाणित प्रमाणित SIGN & DATE 21/4/16		REV. NO.04		निर्माणकर्ता WORKED BY VIKAS MALHOTRA		30-03-16	
प्रमाणित प्रमाणित INVENTORY NO. P.5573				जांचकर्ता CHECKED BY P.K.BANSAL		21/4/16	

प्रमाणित एवं प्रमाणित SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)	ST22007																																																																																												
		पृष्ठ 7 का 4 Page 4 Of 7																																																																																													
SUPERVISOR'S INVENTORY NO.	2.12 PHYSICAL AND CHEMICAL PROPERTIES:																																																																																														
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ST22007 पृष्ठ 7 का 5 Page 5 Of 7		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)			
SUPERSEDES INVENTORY NO.		SIGN & DATE		मशीन नं. / मशीन नं.	
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		2.13 LIMIT VALUES: The following limit values should not be exceeded during the required life time: a) Kinematic viscosity: Maximum alteration $\pm 5\%$ referring to the condition on delivery b) Neutralisation number: Maximum increase 0.20 mg KOH/g referring to the condition on delivery c) Air release: Max. 12 minutes d) Foaming at 25 degrees centigrade: Tendency: max. 200 ml Stability: max. 450 s			
स्वतंत्रता एवं गोपनीय इस दस्तावेज़ में दी गई जानकारी भारत भारती लिमिटेड की संपत्ति है। इसका उपयोग केवल निर्धारित उद्देश्यों के लिए ही किया जाना चाहिए। अन्यथा इसका उपयोग कानून के विरुद्ध होगा।		3.0 INFORMATION TO BE FURNISHED ALONG WITH THE OFFER: 3.1 The bidder shall furnish the complete technical information of the offered product which may also include a) product description, b) chemical name and structure, c) infrared spectra of the fluid, d) properties, e) disposal procedure, f) minimum working life, g) storage, handling and safety instructions, h) shipping method to be adopted at the time of delivery. 3.2 The bidder shall furnish confirmation regarding compliance of all the requirements as specified in this purchase specification along with the offer. In case of any deviation, the same shall be clearly informed by the bidder at the time of offer. 3.3 The bidder shall submit list of their customers utilising the fluid for application defined as per clause 1.0. 3.4 The offered grade of FRF should be of approved grade by M/S Siemens, Germany/BHEL, Haridwar. 3.5 The approval of FRF does not make the supplier free from their responsibility for the quality of their product. The purchaser must be informed without fail in case of any alteration in their product or manufacturing process. In such cases a new approval by BHEL will become necessary.			
SIGN & DATE 25/7/16		4.0 DOCUMENTS TO BE FURNISHED AFTER PLACEMENT OF ORDER: 4.1 The supplier shall inform about the test results from internationally accredited lab giving the batch no., parameter, actual value obtained, test method of the batches proposed to be delivered and take approval from the purchaser before its dispatch as a minimum the following parameters have to be checked as per clause 2.12. Viscosity; air release; neutralization number; water content; foaming tendency; water separability or demulsification. 4.2 Certificate of compliance to the specification and also certificate of compliance to the properties as per clause 2.12 as well as chemical structure formula as per clause 2.2 shall be furnished. 4.3 The supplier shall furnish a copy of infrared spectra of the batches proposed to be delivered.			
मशीन नं. / INVENTORY NO.		REV. NO.04		निर्माणकर्ता WORKED BY VIKAS MALHOTRA	
25573		जांचकर्ता CHECKED BY P.K.BANSAL		30.03.16 2/4/16	

		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST22007 पृष्ठ 7 का 6 Page 6 Of 7	
SUPERSTORE INVENTORY NO.		5.0 TEST CERTIFICATES/DOCUMENTS TO BE SUBMITTED WITH SUPPLIES: 10 nos. of hard copies and 3 nos. of soft copies of the following documents shall be furnished by the supplier along with each supply. The customer's and project's name shall be indicated on each document as prescribed by the purchaser. a) The test certificates as per clause 4.1 and the compliance certificate to the effect that the product supplied is natural trixylenyl phosphate ester fluid and properties as per clause 2.12. b) The supplier shall furnish material safety data sheet (MSDS) covering all information relating to human safety and environmental impacts of the hazardous materials particularly during its transportation, storage, handling and disposal. c) Marking of containers: The FRF must be delivered in cleaned containers. The following information are to be clearly indicated on each container: (i) Product name, manufacturer/ supplier, filling date, batch number, Net weight, Gross weight, Expiry date. (ii) Corresponding symbol and minimum worded cautionary notice for flammable/corrosive/toxic/harmful/irritant and oxidising etc. as applicable.			
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		6.0 SPECIAL AGREEMENTS: Special agreements concerning variations from the requirements of this specification need authorisation by the purchaser. These must be settled through letter.			
खलाशियार एवं गोपनीय This document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		7.0 FILLING OF THE SYSTEM BY THE SUPPLIER: 7.1 Before filling the system a 02 liter sample shall be taken and sent to the laboratory for analysis. In the case of more than one batch, the supplier will blend a 02 liter sample from those batches. The proportions of the blend should reflect the final mixture that will result from filling the various batches into the hydraulic control system. Permission for filling will be given by the owner/purchaser after review of test results of the sample. 7.2 Filling of the system shall be made by the supplier at his own risk and expense. 7.3 The filling is to be made through a filter unit having a mesh of 5 micron. The tools Used for filling the system must not affect the quality of FRF.			
22/05/16		8.0 SAFETY MEASURES: The safety precautions which are to be observed by the personnel dealing with FRF, shall be clearly demonstrated/informed to the purchaser by the FRF supplier in the form of specific safety instructions.			
22/05/16		9.0 CROSS REFERRED STANDARDS: DIN 51502; DIN 51562-1; DIN 51381; DIN 51558-1; DIN 51777-3; DIN 51589-1 51599; DIN 51757; DIN ISO 2592; DIN 51794; DIN ISO 14935; DIN ISO 3016; ISO 4406; DIN 51577-3; DIN 51373; DIN 51348; IEC 247; ASTM D 445; ASTM D 3427; ASTM D 974; ASTM D 1744; ASTM D 892 (Seq.1); ASTM D 1401; ASTM D 1298; ASTM D 92; ASTM D 97.			
REV. NO.04		निर्माणकर्ता WORKED BY		VIKAS MALHOTRA	
INVENTORY NO. 22/05/16		जांचकर्ता CHECKED BY		P.K.BANSAL	
22/05/16		30.03.16		24/1/16	



ANNEXURE-A PRE-QUALIFICATION REQUIREMENT

ENQUIRY NO. B/4011/2016/3543V/1
PACKAGE: FIRE RESISTANT FLUID (FRF)
PROJECT: VARIOUS PROJECTS
DATE OF ISSUE OF ENQUIRY: 15/11/2016
ENQUIRY DUE DATE: 07/12/2016 (BY 1345 HRS IST)

PRE-QUALIFICATION REQUIREMENTS FOR “FIRE RESISTANT FLUID”

Sl. No.	Description	Vendor's Response
1	The vendor should have experience for manufacturing & testing of Fire Resistant Fluid (FRF) which is Trixylenyl phosphate ester (CAS No.-25155-23-1) or tert-butylphenyl diphenyl phosphate (CAS No.-68937-40-6). The vendor to confirm and inform the applicable product.	
2	Physical & chemical properties of FRF are as per Clause No.2.12 of ST22007. The vendor to confirm & furnish the details of properties. In case offered brand is not approved by Siemens (our collaborator) as per TLV 9012 02, the vendor to furnish the test report for all the properties as per Clause No.2.12 of ST22007 from National/International accredited third party Lab.	
3	Offered FRF should have been used as pressure transmitting medium in turbine governing system and in electro hydraulic actuators of main steam valves. The vendor to confirm.	
4	Offered FRF should be successful in operation for one thermal power station having rating 250MW or above for a period of minimum one year as on date of technical bid opening. The vendor to confirm & furnish the following details.	
	Client name and it's address	
	Name of the power station and it's Location	
	Name, designation, e-mail ID & Phone No. of the responsible person in client's organization	
	Purchase Order No. & Date	
	Capacity in MW of steam turbine unit	
	Quantity of supplied FRF	
	Whether, supplied FRF is in successful operation as on date of technical bid opening. (Yes/NO)	
5	The vendor to furnish the Client/End User certificate OR copy of purchase order against the details given at Sl. No.4 above. This clause is applicable for the clients other than BHEL.	

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 Compliance form (annexure IV) 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.

Amdt:01dt:22.11.2013

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, (Annexure VII) 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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Foreign Bidders (Version April-2016)

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1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser).

2. ORIGIN OF QUOTATION.

- a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- b) An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- a) Bid/Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box: addressed as follows:-

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

To,
THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.

- b) In case of Three/Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- c) The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
- d) Any additional documents submitted by supplier/bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

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e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting/overwriting in the bid/offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list. g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more. h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for. j) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India. 4. TENDER OPENING. Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. <u>TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.</u> The bidders or their authorized representatives (contd. --)	(-- contd.) may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable. 5. SPECIFICATION, DRAWINGS & STANDARD. a) Bidders must give their detailed specification in the quotation along with relevant technical literature/catalogue etc. against the tender enquiry. b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected. c) Wherever national/international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply. d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company. 6. PRICE SCHEDULE. a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status. b) Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided. c) Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.
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BHARAT HEAVY ELECTRICALS LIMITED

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d) Offers received other than CFR basis may result in non consideration of such bids. e) However if BHEL agrees to accept the FOB condition, to arrive at landed cost at our plant/site, the FOB prices shall be loaded for 3% (of FOB Value) towards marine insurance, port handling charges & inland freight or actual freight / port handling charges as per BHEL contract whichever is higher . f) Basis of Evaluation for Bid/Quotation in foreign currency: - Currency exchange rate (TT selling rates of SBI) for evaluation of the bid/quotation received in foreign currency will be as follows: - Single part bid – Date of tender opening. - Two / Three part bid – Date of part 1 opening. - Reverse auction – Date of part-1 opening. g) Evaluation of Indian Agents Commission: - BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines. - The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission. - In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.	h) While submitting your bids please clearly indicate: - Expected weight of goods (lots wise). - The size of packed goods. - Whether the goods can be dispatched in containers? - Port of Loading. - Port of Discharge. 7. REVERSE AUCTION. - BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno-Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site www.bhel.com - In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue. 8. DELIVERY TERMS. - Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order. - In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container/High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
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c) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account. d) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders. e) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 500 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC). f) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor. g) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance to filing the IGM (Import General Manifest) at discharge port. h) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel. i) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is mandatory to be provided. However a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable. j) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages/ wharfages. if any; paid by BHEL (for stated reasons). k) The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will have to forego Input Credit on Service tax.	l) While booking the shipment, bidder to also finalize <u>destination charges</u> and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. m) If cargo is stuffed in container then the same should be allowed to be moved to CFS of importers choice without any additional charges. n) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges. o) NNDs (preferably with OBLs) should be sent at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS. p) Information related to OBL/AWB Documents: I. Consignee name and address should be same as mentioned in the Purchase order. II. Notify party : Name and address will be as follows:(For discharge port Mumbai or Nhava Sheva) Bharat Heavy Electricals Limited 14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005 Email: msseahwr@bhel.in and ppximx@bhelhwr.co.in (in case of Sea Shipments) Email: kkant@bhel.in; salvi@bhel.in, Sunil.patil@bhel.in (in Case of Air shipments) For latest updation please refer our web site: www.bhelhwr.co.in III. OBL should clearly mention the Indian agent address and contact details. IV. OBL should be issued as per UCP 600. V. In case of incoterms other than FOB, OBL should mention the container detention free period.
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9. PENALTY FOR LATE DELIVERY.

- a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.
- b) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e) The delivery date for penalty purpose will be the Bill of Lading Date/Air way bill.

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 day of vessel sailing and receipt of OBL from shipping line.

- e) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 60 days prior to the scheduled delivery and will be valid for a period of 90 days.

11. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

12. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery. c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement /submission of BG/refund of amount paid. 13) QUALITY REQUIREMENT. Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable). 14. VALIDITY. The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry. 15. RIGHT OF ACCEPTANCE. a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges. b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders. c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.	d) In case of changes in scope and/or technical specification and/or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened. e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening. f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage. 16. TRANSIT INSURANCE. a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/AWB, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser. b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope. 17. PHYTOSANITARY CERTIFICATE: a) As per the Indian Law, all consignments being imported into India by air/sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.
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Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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- b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

19. FORCE MAJEURE CLAUSE.

- a) Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.
- b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.
- c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than six months.

- d) If the war like situation has developed in a country where a bidder's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the bidders located in such zone / region/ country, then the offer of such bidders shall be rejected. BHEL reserves the right to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by the Indian embassy located in the affected country.

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

21. SETTLEMENT OF DISPUTES/ARBITRATION.

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. (Contd.--)

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(-- contd.) The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

JURIDICION: The courts of Haridwar, India, shall have exclusive jurisdiction.

22. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website www.bhelhwr.co.in. The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to pplx_idx@bhelhwr.co.in giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in.
- d) Copy of this Tender Enquiry is being sent through the post.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.

23. NOTE.

- a) Special conditions of enquiry, if enclosed, will supersede the standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.

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1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser).

2. ORIGIN OF QUOTATION.

- a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- b) An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- a) Bid/Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box: addressed as follows:-

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

To,
THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.

- b) In case of Three/Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- c) The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
- d) Any additional documents submitted by supplier/bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.

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e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting/overwriting in the bid/offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list. g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more. h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for. 4. TENDER OPENING. Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. <u>TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.</u> The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.	5. SPECIFICATION, DRAWINGS & STANDARD. a) Bidders must give their detailed specification in the quotation along with relevant technical literature/catalogue etc. against the tender enquiry. b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected. c) Wherever national/international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply. d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company. 6. PRICE SCHEDULE. a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status. b) Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided. c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non consideration of such bids. d) In case BHEL accepts the EX-Works prices such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
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e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation f) Applicable Sales Tax, Excise Duty and any other statutory levy should be indicated separately and clearly in the bid/quotation. g) Bidders can despatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR/destination. If material is despatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis. h) In case of despatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account. i) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor. 7. REVERSE AUCTION. a) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno-Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site www.bhel.com b) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue.	8. DELIVERY TERMS. a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry. b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%. 9. PENALTY FOR LATE DELIVERY. a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation. b) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement. c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order. e) <u>DELIVERY IN CASE OF REJECTION:</u> In case the material is rejected, then date of replacement will be considered as the actual date of delivery. f) <u>DELIVERY AGAINST BANK DOCUMENTS:</u> In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar/FOR Transporter Godown", then date of delivery will be date of intimation by transporter/bidder of delivery of material at Haridwar for the penalty purpose.
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g) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized/nominated bank. 10. PAYMENT TERMS. a) BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry. b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term. c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar. 11. TAXES & DUTIES. a) If PAN (Permanent Account Number) of the recipient is not available, tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher. As per Section 206AA of Indian Income Tax Act 1961. b) The bidder shall clearly indicate extent of taxes as applicable in his technical bid. c) All forms as required by Law to avail concessional tax benefits are to be submitted within the stipulated time. BHEL reserves the right to withhold the payment due to the bidder or deduct the payment equivalent to additional tax and other liability on BHEL due to non/late submission of above forms. d) Bidder to quote place from where supply of goods is expected, to evaluate us applicable Value Added Tax input credit. Any subsequent changes in this may affect availability of input credit to BHEL; the same will be on bidder's account. e) In case of intra-state sale, bidder to ensure quoting TIN Number of BHEL applicable in the state of transaction and same should be asked by bidder in time. f) Rate of Excise Duty, CST/VAT and Service Tax must be indicated in offer even if it is inclusive.	g) Taxes & duties as applicable at the time of supply shall be payable. h) <u>IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:</u> Wherever the material being offered is imported, bidder must quote the prices inclusive of CVD. The rate & value of CVD as included in the price must be indicated separately. In case quantum of CVD is not mentioned by the bidder the same will not be considered for evaluation. However bidder will have to pass on the benefit of CVD to BHEL at the time of actual supply. 12. BANK GUARANTEE. In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder. 13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS. a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) (Contd.--)
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(-- Contd.) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

- b) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG/refund of amount paid.

14. QUALITY REQUIREMENT.

Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

15. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.

- c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.

- d) In case of changes in scope and/or technical specification and/or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.

- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.

- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/AWB, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

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18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

19. FORCE MAJEURE CLAUSE.

- a) Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.
- b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.
- c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than six months.

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

21. SETTLEMENT OF DISPUTES/ARBITRATION.

In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage /demurrage for such delay shall be that of supplier.

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General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version April-2016)

23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS. a) "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 is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer." b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :- c) Valid NSIC Certificate or d) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or e) EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. f) However, credentials of all MSE suppliers will be verified before advancing the intended benefits. g) MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.	h) In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders. i) While distributing the 20% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating. j) In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost . k) In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference. l) If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
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Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.

**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**For Indian Bidders (Version April-2016)****24. INFORMATION TO THE BIDDERS.**

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website www.bhelhwr.co.in. The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to ppx_idx@bhelhwr.co.in giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in
- d) Copy of this Tender Enquiry is being sent through the post.

25. NOTE.

- a) Special conditions of enquiry, if enclosed, will supersede the standard/general terms of enquiry.

Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 –Independent External Monitor(s)

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

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

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

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

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

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

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
