

GENERAL CONDITIONS OF CONTRACTS (GCC)

VOLUME - I

PART – A : INSTRUCTIONS TO BIDDERS

PART – B : GENERAL COMMERCIAL TERMS & CONDITIONS



**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT
PPEI BUILDING, HRD & ESI COMPLEX
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (UP)**

Issue 00

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For official use

		DEFINITIONS	REV NO. : 04 PAGE NO.: 1 OF 3
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DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 1 The **Purchaser** shall mean M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI BUILDING, HRD & ESI COMPLEX, PLOT NO. 25, SECTOR – 16A, NOIDA – 201 301 (UP) which expression shall include its successors and assigns. It may also be referred to as **BHEL**.

- 2 The **Owner** shall mean the Customer or Client for whose project, the enquiry has been issued by the purchaser and shall include his successors and assigns as well as authorised officer(s)/representative(s), which may also be referred as **Customer** or **Owner/Customer**.

- 3 The **Consultant** shall mean the agency appointed by the Owner or Purchaser to provide consultancy services for the project and shall include his successors and assigns as well as authorised officer(s)/representative(s).

- 4 The **Tenderer** shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the purchaser. It may also be referred as **bidder** or **vendor**.

- 5 **Acceptance of offer** shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful tenderer.

- 6 The **Order/Contract** shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, covering letters, schedule of prices and quantities, letter of intent/award of the Purchaser, "Integrity Pact (IP) (as and when applicable) " any special conditions applicable to the particular Order/Contract and subsequent amendments mutually agreed upon. It may also be referred as **order** or **contract/order** or **purchase order** or **contract**.

- 7 The **Seller/Contractor** shall mean the firm/company/organisation with whom the Order/Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as **contractor**, **seller** or **supplier**.

- 8 The **Sub-contractor** shall mean the person/firm/company/organisation to whom any part of the work has been sub-contracted by the Seller/Contractor, with the

		<h2>DEFINITIONS</h2>	REV NO. : 04 PAGE NO.: 2 OF 3
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written consent of the purchaser and shall include sub contractor's heirs, executors, administrators, representatives and assigns.

- 9 The **Engineer** shall mean officer of the purchaser as may be duly appointed and authorized in writing by the purchaser to act as the engineer on his behalf for the purpose of the Order/Contract.
- 10 The **Specification** shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
- 11 The **Site** shall mean and include the land and place on, into or through which the power station and the related facilities are to be constructed and any adjacent land, path, street or reservoir which may be allocated or used by the owner or Seller/Contractor in the performance of the Order/Contract.
- 12 **Tests on completion** shall mean such tests as are prescribed by the specifications and/or tests mutually agreed upon by the purchaser and the Seller/Contractor, to be performed by the Seller/Contractor after erection of the equipment to establish satisfactory operation as required by the specifications.
- 13 **Commissioning** shall mean successful completion of **trial operations** and readiness of the contracted/ordered plant and materials for commercial use. This will include all consumables and inputs required for pre-commissioning.
- 14 **Initial operation or Trial operation or Reliability run** shall mean continuous integrated operation of the contracted/ordered plant and materials under varying loads to furnish proof of satisfactory operation, for a specified period.
- 15 **Temporary work** shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.
- 16 **Approved** means approved in writing including subsequent written confirmation of previous verbal approval and **approval** means approval in writing including as aforesaid.
- 17 **Inspection Agency (IA)** shall mean any person(s), who may be duly authorized by the purchaser / owner to inspect the stores included in the Order/Contract, at the contractor's/sub-contractor's works. List of zone-wise inspection agencies is given in Annexure – V. Vendors to raise inspection call on BHEL – CQS web site
- 18 **Month** shall mean calendar month and **week** shall mean 7 days.
- 19 **Consignee** shall mean the official(s)/person(s) to whom the stores are required to be delivered in the manner indicated in the Order/Contract.

- 20 **Plant/Equipment/Stores** shall mean the goods, machinery, components, parts, spares, etc. required to be supplied by the Seller/Contractor as per Order/Contract.
- 21 **Contract Engineer (CE)** shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 22 **Site Engineer** shall mean officer of the purchaser / owner as may be duly appointed and authorized in writing by the purchaser to act as the Site Engineer on his behalf for the purpose of receipt & verification of in-coming stores and issue of Material Receipt Certificate (MRC)/Stores Receipt Voucher (SRV) .
- 23 **Site Inspection Agency (Site IA)** shall mean any person(s), who may be duly authorized by the purchaser / owner to inspect the stores/works included in the Order/Contract, at the Project Site.

24 **GENERAL**

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

25 **ABBREVIATIONS**

CIF	Cost Insurance Freight
CQ	Corporate Quality
CVD	Countervailing Duty
E&C	Erection and Commissioning
LC	Letter of Credit
MDCC	Material Despatch Clearance Certificate
MRC	Material Receipt Certificate
MSMED	Micro Small and Medium Enterprises Development
NIT	Notice Inviting Tender
QS	Quality Surveillance.
SAD	Special Additional Duty
SCC	Special Conditions of Contract
SDPBG	Security Deposit cum Performance Bank Guarantee

INSTRUCTIONS TO BIDDERS



S. No.	DESCRIPTION
1.0	GENERAL INSTRUCTIONS
2.0	PROCEDURE FOR SUBMISSION & OPENING OF TENDERS
3.0	PART-I (TECHNO-COMMERCIAL BID) - CONTENTS & CHECKLIST
4.0	PART II (PRICE BID) - CONTENTS AND CHECK LIST
5.0	CLARIFICATIONS REQUIRED BY BIDDERS
6.0	TECHNICAL SPECIFICATIONS
7.0	DEVIATIONS – LISTING
8.0	ASSUMPTIONS – LISTING
9.0	DELIVERY/COMPLETION SCHEDULE
10.0	STORAGE INSTRUCTIONS
11.0	VALIDITY OF OFFER
12.0	LANGUAGE & CORRECTIONS
13.0	CHANGE OF TERMS & CONDITIONS / PRICE
14.0	TENDERER TO INFORM HIMSELF FULLY
15.0	REVERSE AUCTION
16.0	INTEGRITY PACT
17.0	REJECTION OF TENDER AND OTHER CONDITIONS
18.0	FOREIGN BIDDERS
19.0	LOADING FOR DEVIATIONS & TENDER EVALUATION
20.0	PRICE DISCREPANCY
21.0	DISCOUNTS
22.0	EVALUATION CRITERIA

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO.: 2 OF 14
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1.0 GENERAL INSTRUCTIONS

- 1.1 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon in the deviation sheets by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

Integrity Pact (IP) will be applicable for all tenders/ contracts valuing more than Rs. 50 crores. This Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with techno – commercial bid, duly signed by the authorized signatory who signs the bid. Only those vendors/ bidders who have entered into such an Integrity Pact with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- 1.2 All commercial terms and conditions except price should be submitted as part of techno-commercial offer which may be opened first. The price part (Part-II) is to be submitted in a separate sealed cover along with techno-commercial offer (Part-I). Purchaser reserves the right to open both the parts at the same time.
- 1.3 A declaration as per **Annexure III must** be sent before opening of Price Bids.

2.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS



- 2.1 Tenders shall be submitted in **two parts** as described below on or before the due date by **2 p.m.**

PART - I : TECHNO-COMMERCIAL BID

Containing Technical offer, Annexure-I & II, Commercial Terms & Conditions and Unpriced Copy of Price Bid, in five (5) sets.

PART-II : PRICE BID

Containing Prices, to be submitted in Two sets strictly as per enclosed Price Schedule Format (One original + one copy of the original), for complete scope of the Tender Enquiry.

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO.: 3 OF 14
---	---	--------------------------------	---

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

- 2.1.1 PART-I (techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of tenderers who may like to attend.

Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

- 2.1.2 PART-II containing prices shall be submitted along with Part-I, but in a separate sealed cover.

Any corrections/amendments shall be properly and fully authenticated. If not done so, the offer is liable to be rejected.

- 2.1.3 In case it becomes necessary for the tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes raised by the purchaser, to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted. Revised price bid only if requested by the purchaser shall be submitted, in a separate sealed cover. Impact/discount/revised price bid shall be duly super scribed as:



DISCOUNT/IMPACT /REVISED PRICE BID (PART-II) (DELETE WHICHEVER IS NOT APPLICABLE) , REVISION NO ____ AGAINST TENDER ENQ. NO. _____ DATED _____”.

- 2.1.4 However if any bidder on his own offers price discount or reduce prices . The same would be acceptable. Other bidders in such a case would also be informed and can submit reduced prices, if so desired by them. No price increase is acceptable till the validity of offer.

- 2.2 After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, Part-II containing FINAL REVISED PRICE BID, if submitted, otherwise, the original Price Bid along with price impact and discount, if any, shall be opened, for which the date and time shall be intimated to the technically and commercially acceptable tenderers only, in case of public opening.

NOTE : BHEL also reserves the right to open the earlier price bids, if any, submitted by the bidders, if required.

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

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO.: 4 OF 14
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2.4 Not more than two representatives will be permitted to be present for the tender opening.

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

2.6 MARKING ON ENVELOPES

2.6.1 The following shall be superscribed on the envelopes which shall be addressed to the Official inviting Tenders, by name & designation.

PART-I : 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID".

PART II : 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "PRICE BID".

2.6.1a Impact/discount through e-mail or letter without proper superscription on the envelope is not acceptable.

2.6.2 Both 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 :

"TENDER FOR _____ AGAINST TENDER ENQ. NO. _____
DUE ON _____
CONTAINING PART-I & PART-II BIDS".

2.6.3 Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.

2.7 BID SUBMISSION



2.7.1 The tenders shall be addressed to the official inviting Tenders by name and designation and sent at the following address :

Bharat Heavy Electricals Ltd.
Project Engineering Management
Project Group-I/II,
PPEI BUILDING, HRD & ESI COMPLEX,
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (UP)

Attention: Mr.

TEL. NO. 0120-4368500 (15 LINES)
FAX NOS. :0120- 4329045 (GM-PG I)

0120-4329026 (GM-PG II)

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO.: 5 OF 14
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2.7.2 Tenders can either be delivered in person or sent at the above mentioned address by **COURIER/REGISTERED POST**, to the official inviting tender(s). It shall be the responsibility of the bidder to ensure that the tender is delivered in time as tenders received after the **Due Date** and **Time** of submission are liable to be rejected.

2.8 Unsolicited tenders shall not be entertained.

2.9 Order/Contract when finalised will be issued in the name of the successful bidder only and consideration for change of name during tender evaluation and after submission of the tender is subject to the discretion of BHEL /Owner.

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

3.1 The tender shall be submitted in specified number of copies in separate sections for main equipment, recommended spares, etc., as per scope defined.

3.2 Technical offer for main equipment shall contain :

a) Technical specifications/write-ups.

b) Scope of supply & bill of material.

c) Catalogues, literature & drawings/data sheets and P&ID with terminals marked up.

d) Schedule of commissioning spares and mandatory spares (to be given separately) giving only description of each item and quantity, **as per given format if any**.

e) Optional items as per BHEL price schedule format.

f) Recommended list of spare parts for three years operation as applicable.


g) Schedule of supervision for erection & commissioning services, if required.

h) Schedule of maintenance/erection tools and tackles covered in the scope of supply as per BHEL price schedule format.

i) Guarantee offered for the capacity of the system/equipment, auxiliary power consumption & consumables like chemicals etc. as applicable.

j) Listing of technical deviations

k) Listing of exceptions & assumptions

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO. : 6 OF 14
---	---	--------------------------------	--

- l) Services and materials to be provided by the purchaser.
- m) Names of main sub-vendors/contractors.
- n) Quality plans.
- o) All other details/documents as listed in tender documents.

3.3 Commercial offer shall contain :


- a) Agreed terms & conditions (Annexure-II).
- b) Listing of Commercial Deviations, if any w.r.t. GCC & SCC.
- c) Unpriced copy of the Price Bid (Part-II), indicating the BOQ as per the Technical Specifications.
- d) Delivery schedules
- e) Validity of offer

4.0 **PART II (PRICE BID) - CONTENTS AND CHECK LIST**

- 4.1 The BEST offer with FIRM prices (or with PVC as specified in NIT) in the given **PRICE SCHEDULE FORMAT** shall be submitted in specified number of copies in separate sections for main equipment, O&M spares and supervision of erection and commissioning offer, as per scope defined.
- 4.2 In case any bidder insists for price variation clause (PVC where NIT specifies firm price) the offer should contain :-
 - a/ PVC Formula
 - b/ Ceiling for PVC.
 - c/ Base date and applicable indices for base date.

Open ended PVC formula is not acceptable. Indices shall be based on Government of India/RBI publications / IEEMA/LME etc. However, BHEL reserves the right to accept/reject the offer with PVC.

- 4.3 Price Bid for MAIN EQUIPMENT shall cover basic equipment price including packing with excise duty, sales tax, freight etc, as per format enclosed.
- 4.4 Price Bid for recommended spares shall cover Item-wise Ex-works including packing rate and total value, excise duty, sales tax, freight, etc. as per format enclosed.

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO.: 7 OF 14
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4.5 Offer for supervision of erection & commissioning/offer for E&C shall cover the following (if applicable):-

a) Scope of work.

b) Schedule of tools & plants, civil work, consumables, control & instrumentation, manpower requirement (to be provided by the purchaser in case of supervision offer).

c) Supervision charges on man-day basis and total period in man-months of supervision required, indicating services and facilities to be provided by the tenderer.

OR

Erection and commissioning lump sum charges/unit-wise charges for elements of Main equipment as applicable.

Note – The total Erection and commissioning charges should be minimum 10% of the total quoted price of the package failing which break up of prices shall be adjusted accordingly for evaluation & ordering.

4.6 **Authority of person signing the tender on behalf of the tenderer :**

A person signing the tender or any other document in respect of the Order/Contract on behalf of the tenderer, without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person so signing had no authority to do so, the purchaser may, without prejudice to any other right or remedy, cancel the Order/Contract and make or authorise the purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the Order/Contract including any loss which the purchaser may sustain on account of such purchase.

Notes

a) All bids of Indian origin shall be in Indian Rupees only.

b) All bids of foreign suppliers shall be preferably in the currency of the country of origin and shall be on FOB basis. Details of Shipping arrangements shall be included in the Order/Contract by purchaser.

c) The authorized representative / agent can only represent one bidder for the given package.

5.0 **CLARIFICATIONS REQUIRED BY BIDDERS**

Technical and commercial clarifications required, if any, before submission of tender, should be given separately in duplicate addressed to the official inviting the tenders.

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO.: 8 OF 14
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6.0 **TECHNICAL SPECIFICATIONS**

- 6.1 The tenderer is advised to study the technical specifications, schedules and data sheets carefully and submit all required information in his tender including scope of supply, bill of materials etc.

6.2 **CATALOGUES AND LITERATURES**

The tenderer shall submit detailed catalogues, literatures, drawings, technical write-ups, etc., on all equipments offered in the tender, along with each copy of Techno-Commercial Bid.

7.0 **DEVIATIONS - LISTING**

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

- 7.2 Deviations from the specifications, will not ordinarily be allowed. In case the tenderer offers an alternative/nearest equivalent equipment/specifications, the alternate offer shall be submitted by the tenderer in a separate sealed cover. The tenderer shall guarantee the performance of the store(s) for the same conditions and ensure as specified in the technical specifications.

8.0 **ASSUMPTIONS - LISTING**

If the tenderer has made any assumptions while making technical offer, the same shall be listed separately under the heading “**ASSUMPTIONS**”.



9.0 **DELIVERY/COMPLETION SCHEDULE**

- 9.1 **ZERO DATE** : The date of LOI/Order/Contract whichever is earlier shall be treated as the Zero Date for contractual purpose.

9.2 **DELIVERY PERIOD & PACKING OF MATERIAL**

- 9.2.1 The delivery of Plant/Equipment/Stores as per scope of the Order/Contract shall be quoted by the bidders as per N.I.T.

- 9.3 **In case of E & C packages** the completion of Erection & Commissioning including successful completion of Performance Guarantee

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO.: 9 OF 14
---	---	--------------------------------	---

(PG)/Demonstration Test(s), as per scope of the Order/Contract shall be quoted by the bidders as per N.I.T.

9.4 In case of long lead time and involving more than one consignment, delivery schedule quoted shall be for sequential supplies as per erection & commissioning requirements.

9.5 **The mandatory and recommended spares shall not be packed along with the main equipment and shall be packed separately.**

10.0 **STORAGE INSTRUCTIONS**

The successful tenderer shall be required to submit detailed instructions for storage of supplies within three (3) months of the date of award of the LOA/Order/Contract.

11.0 **VALIDITY OF OFFER**

Offer shall be submitted with following validity periods :


- i/ Original offer shall be valid for six months from part-I opening.
- ii/ If revised price/impact is being asked the validity of the same shall be two months from the date of price bid opening.
- iii/ Valid till successful completion of contract for Recommended spares and
Mandatory Spares (wherever it is optional item).
- iv/ Unit prices for scope addition/deletion: to be kept valid till successful Completion of contract.

NOTE : a) Discount offered, if any, shall be for the full duration of validity. Offers of shorter validity or discount for shorter duration are liable to be rejected.

b) Any conditional discount shall not be considered for evaluation and ordering.

12.0 **LANGUAGE & CORRECTIONS**

- a/ The tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b/ All entries in the tender shall either be typed or written legibly in ink.

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO.: 10 OF 14
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Erasement and over-writings are not permitted and may render such tenders liable for rejection.



- c/ Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d/ All cancellations and insertions shall be duly attested by the tenderer.

13.0 CHANGE OF TERMS & CONDITIONS/PRICE

- 13.1 Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the tenderer over others, may result in rejection of the tender.
- 13.2 Under no circumstances, tenderer shall alter his quoted Prices/Rates during the validity period after tenders have been opened. Any tenderer who does so, resulting into re-calling of tenders by the purchaser or additional expenditure to the purchaser, shall run the risk of being black-listed by the purchaser, who reserves the right to recover the damages resulting therefrom.

14.0 TENDERER TO INFORM HIMSELF FULLY

- 14.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tender, for clarifications, before submission of the tender.
- 14.2 The tenderer shall make independent enquiries as to the conditions and circumstances affecting his tender estimates and to the possibility of executing the supplies/works as described. In assessing the tender, the tenderer shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself (as far as practicable) as to the form and nature of the site, the quantities and materials necessary for the completion of the work and the means of transport and access to the site, the accommodation he may require, the general labour position at the site and to have quoted his prices taking into consideration, the risks, contingencies and other circumstances which may influence or affect the execution of the Order/Contract.
- 14.3 It is the responsibility of the tenderer to keep himself informed of the correct rates of customs and other duties and taxes leviable for the materials/services as prevailing at the time of tendering. If the rates assumed by the tenderer are less than the tariff rates prevailing at the time

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO.: 11 OF 14
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of tendering, the tenderer will be himself responsible for such under quotations.

15.0 REVERSE AUCTION –

BHEL/PEM reserve the right to go for reverse auction by BHEL appointed service provider instead of opening the submitted sealed bid which will be decided after techno-commercial evaluation.

16.0 INTEGRITY PACT:-

The vendors shall have to enter into an Integrity Pact in case the order value is more than Rs. 50 crores (Refer annexure XI)

17.0 REJECTION OF TENDER AND OTHER CONDITIONS

17.1 BHEL/PEM reserve the right to reject any bidder if the past performance is found unsatisfactory.

17.2 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any tender and reserves to itself full rights for the following without assigning any reasons, whatsoever :

a)to reject any or all the tenders.

b)to split up the work amongst two or more tenderers.(Applicable for the contract where E&C is not in the scope of tenderers)



c)to award the work in part. (Applicable for the contract where E&C is not in the scope of tenderers)

d)to increase or decrease the quantities.

e) To reject any commercial or technical deviation given in offer.

17.3 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

17.4 Purchaser will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the award of the Order/Contract. Purchaser may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Seller/Contractor concerned.

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO.: 12 OF 14
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17.5 If the tenderer deliberately gives wrong information in his tender, purchaser reserves the right to reject such a tender at any stage or to cancel the Order/Contract, if awarded and **forfeit** the security deposit and Bank Guarantee.

18.0 **FOREIGN BIDDERS**

18.1 Quotations/offers shall be submitted by the Principals themselves and not by their Indian agents/representatives. In exceptional cases, however, due to any constraint, if the Principals are unable to submit the Quotations/offers themselves, they should give an undertaking that Quotation/offer shall be submitted by their Indian agent/representative (specifying the name and address) and that they will be responsible for all commitments made by such Indian agent/representative and all such commitments shall be fully honoured by them.

18.2 Foreign bidders quoting directly, who have Indian agents/representatives providing service facilities in India should note the following before submitting the offer :



18.2.1 Tenderers will be required to indicate the name and address of the agent/associate/representative in India.

18.2.2 Foreign Bidders are required to quote FOB price inclusive of the amount of agency commission/remuneration etc. payable to the Indian agent/associate/representative. The amount payable to the Indian agent as mentioned above, should also be indicated separately. The foreign bidder is required to submit his offer duly signed, directly to the official inviting the tenders.

18.2.3 The Indian agent's commission/remuneration finally payable to the Indian agent/associate/representative in terms of the agreement and as indicated in the offer shall be paid only after successful completion of the Order/Contract, in Indian rupees converted by applying the rate of exchange (TT selling rate of State Bank of India) prevailing on the date of the price bid opening or the date of L/C negotiations whichever is lower. The above shall not be subject to any further exchange variation.

18.2.4 Foreign bidders are required to indicate percentage and the specific value on which Indian agent's commission/remuneration is to be computed and the rate of exchange taken for this purpose, while submitting the bid.

18.2.5 In the event of breach or default on the part of the principal/manufacture to disclose the agent/associate/ representative in India, the foreign bidder/principal/ manufacturer will be liable for banning of business, for this tender as well as subsequent tenders.

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO. : 13 OF 14
---	---	--------------------------------	---

18.2.6 The Quotation/offer shall, in addition to the other details, include the following information :

- ii/ The precise relationship between the foreign bidder and the agent.
- ii/ Mutual interest between the foreign bidder and the Indian agent/ associate/representative being in the business with each other.
- iii/ Any payment the Indian agent/associate/ or representative receives in India or abroad from the principal/manufacture over and above the agency commission/remuneration given above, whether it is as a commission/ remuneration for the contract/enquiry or as a general retainer fee.
- iv/ Details of the services that will be rendered by Indian agent/associate/representative whether of general nature or in relation to the particular contract/ enquiry.
- v/ Permanent income tax account number of the Indian agent/associate/ representative.
- vi/ Income tax account number of the foreign bidder.

19.0 **LOADING FOR DEVIATIONS & TENDER EVALUATION**

19.1 **LOADING FOR DEVIATIONS**

19.1.1 Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.

19.1.2 Loading/loading criteria in respect of the deviation(s), shall be as specified in part-B of this GCC. If a bidder unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.

19.1.3 Interest Rate for loading other than specified in Annexure - X will be taken as double the Prime Lending Rate of State Bank of India (prevailing on the date of NIT) plus 2% for Administrative Charges.

19.1.4 In case of deviation from BHEL G.C.C., the tenderer shall separately quote the price for withdrawal of such deviations in Sealed Cover.

		INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 04 PAGE NO. : 14 OF 14
---	---	--------------------------------	---

20.0 PRICE DISCREPANCY

The following shall be considered for evaluation and ordering.

- a) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the corrected calculated price shall be considered for evaluation and ordering.
- b) If there is a discrepancy between words and figures, the correct calculated price shall be considered for evaluation and ordering.
- c) Unit prices quoted only shall be considered as correct for evaluation and ordering.
- d) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price & therefore shall not be reimbursed.

21.0 DISCOUNTS

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only. In case only percentage discount is indicated, the same shall be applicable for optional prices also.

22.0 EVALUATION CRITERIA

- 22.1 Though, Foreign Bidders are required to quote FOB price, Price evaluation and comparison shall be made on the basis of Free Delivery on Project site.
- 22.2 Tenders will be evaluated on the basis of delivered cost i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages, including those available from the Owner, taxation, etc.
- 22.3 For evaluation exchanged rate (TT selling rate of State Bank of India as on the date of Part II (price bid)opening shall be considered).
- 22.4 In case of foreign bidders the quoted F.O.B . price shall be loaded by following factors to arrive at total FOR site price:-
 - i. Marine freight and insurance - @ 3% for Europe / Asia / Africa and 5% for USA/ American continent.
 - ii. Custom duty (including CVD & SAD) as per SCC – ‘as prevailing at the time of price bid opening’
 - iii. Port handling/clearing charges - @ 1.0% of CIF.
 - iv. Inland freight including L/C charges @ 1% of CIF value.

GENERAL COMMERCIAL TERMS & CONDITIONS

CONTENTS

S. No.	DESCRIPTION
1.0	CONTRACT
2.0	PRICES
3.0	TAXES AND DUTIES
4.0	STATUTORY VARIATIONS
5.0	TRANSPORTATION & FREIGHT CHARGES
6.0	VARIATION
7.0	SECURITY DEPOSIT CUM CONTRACT PERFORMANCE BANK GUARANTEE
8.0	TERMS OF PAYMENT
9.0	RECOVERY OF OUTSTANDING AMOUNT
10.0	DELIVERY/COMPLETION SCHEDULE
11.0	INSPECTION AND TESTING AT CONTRACTOR'S PREMISES
12.0	MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)
13.0	DELIVERY FAILURE AND TERMINATION / LIQUIDATED DAMAGES
14.0	GUARANTEE FOR PLANT/EQUIPMENT/STORES
15.0	INSURANCE
16.0	INTER CHANGEABILITY AND CHANGES
17.0	PACKING
18.0	MATERIAL RECEIPT CERTIFICATE
19.0	CONSIGNEE'S RIGHT OF REJECTION
20.0	RISK IN STORES (FOR E & C CONTRACTS)
21.0	SHORTAGES/DAMAGES
22.0	CONFIDENTIALITY
23.0	DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE
24.0	TERMINATION OF THE CONTRACT
25.0	TRANSFER, SUB-LETTING/ASIGNMENT/SUB-CONTRACTING
26.0	FORCE MAJEURE
27.0	INDEMNIFICATION
28.0	CONTRACT PERFORMANCE EVALUATION
29.0	SETTLEMENT OF DISPUTES
30.0	ARBITRATION
31.0	LAWS GOVERNING THE CONTRACT
32.0	JURISDICTION OF COURT

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 2 OF 24
--	--	--	--

1.0 CONTRACT

The Contract between the Purchaser and Seller/Contractor is merely a Contract only and shall not be treated as a partnership between the parties to the Contract.

2.0 PRICES



2.1 BASIC PRICES

Basic prices shall be for the entire scope of work in line with all instructions, specifications and terms and conditions specified in the Tender Documents.

3.0 TAXES AND DUTIES

3.1 EXCISE DUTY

- 3.1.1 Seller/Contractor is required to ensure that excise duty including surcharge if any is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered.
- 3.1.2 Excise duty actually incurred by Seller/Contractor on self manufactured items alone shall be reimbursed at actual against requisite documentary evidence.
- 3.1.3 The invoice cum Excise duty gate pass (Excise Invoice) should contain the name of ultimate consignee as specified in the Order/Contract. If excise duty is paid under protest or dispute, it shall not be reimbursed until and unless the dispute has been finally settled.
- 3.1.4 No excise duty shall be payable by purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/Contractor's factory/works.
- 3.1.5 If required by purchaser, the seller / contractor will provide a certificate stating that **CENVAT** benefit has been availed of on the inputs and the same has been passed on to the purchaser.
- 3.1.6 If the Seller/Contractor claims/obtains any refund of the excise duty paid and gets reimbursed, the same shall be refunded to the purchaser immediately.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 3 OF 24
---	---	--	--

3.1.7 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage shown in the Order/Contract.

3.1.8 No statutory variations shall be permissible beyond the contractual delivery period.

3.2 SALES TAX/VALUE ADDED TAX

3.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is payable by the Seller / Contractor to the respective Govt. authorities meeting all statutory requirements and availing all exemptions/concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/VAT percentage and the total amount along with concessional form/s if any.

3.2.2 Purchaser is registered in NOIDA / U.P. State vide Registration Number: -
Central Sales Tax Registration No. : **ND – 5341151 w.e.f. 01-07-06.**
UP Trade Tax Registration No. : **ND – 0345907 w.e.f. 01-07-06.**
UP TIN No. : **09765702874**

3.2.3 Central Sales Tax/Value Added Tax on direct sales by the Seller/Contractor to the purchaser shall be reimbursed, as per tariff applicable on the approved items, but restricted to the percentage and amount shown in the Order/Contract. If it is shown as included in the quoted price, it will not be eligible for reimbursement by the purchaser.

3.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods are moving interstate. "C" form shall be issued and exchanged against E1/E2 forms based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed as Annexure-VII. No concessional form will be issued for goods moving within the State of U.P.

3.2.5 If documents are submitted through bank, issuance of Form "C" shall not be insisted upon at the time of retirement of document(s).

3.2.6 VAT (if applicable) invoice, in proper format prescribed by respective state sales tax act has to be submitted in the name of nodal agency specified in SCC.

3.3 SERVICE TAX:

Service tax paid by the seller/contractor to the Govt. Authorities directly shall only be reimbursed at actuals but restricted to the rate and amount mentioned in the order/ contract The offer should clearly indicate the percentage and the total amount.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 4 OF 24
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3.4 OTHER TAXES & LEVIES

All other taxes and levies other than ED, Sales tax, service tax shall be deemed to be included in the basic prices unless specified otherwise by bidder in price bid. No variation in other taxes and duties shall be payable by purchaser.

3.5 CUSTOMS DUTY

3.5.1 The customs duty element for imported items as per SCC shall be included in the basic prices. No variation in customs duty and exchange rate for imported items shall be payable by purchaser.

3.5.2 Seller/Contractor shall arrange for his own import license, if required, since purchaser will not provide any import license. Therefore, Seller/Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.

3.5.3 Essentiality or Project Authority (PA) certificate as per Import Policy, if required, to avail concessional customs duty, shall be clearly specified in the offer. The import contents (CIF) in terms of as list of items, quantity (CIF value in rupees), foreign currency, country of origin, etc., shall be submitted as part of Price bid. For details refer SCC.



3.6 DIRECT TAX

3.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/Contract, as well as tax liability of the Seller/Contractor and his personnel.

3.6.2 Deductions of tax at source at the prevailing rates shall be effected by the purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per provision in Govt. Rules.

4.0 STATUTORY VARIATIONS

4.1 If the rates for taxes and duties in respect of the quoted materials and/or services assumed by the Seller/Contractor are less than the tariff rates prevailing at the time of tendering, Seller/Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 5 OF 24
---	---	--	--

4.2 Statutory variations in Excise Duty, Service Tax and central Sales Tax/Value Added Tax only on self manufactured items/services rendered by vendor himself on the rates prevailing at the time of delivery in comparison to the date of offer, will be to the account of the purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc., shall be payable by the purchaser.

4.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/Contractor alone shall bear the impact for the upward revisions and for downward revisions, purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

5.0 **TRANSPORTATION & FREIGHT CHARGES**

5.1 All despatches shall be only through road carriers approved by the Purchaser/Scheduled Banks.

5.2 Road permit/entry permit, if required, as per laws of the state shall be arranged by the Purchaser.

5.3 Freight charges shall be payable after delivery of the goods at the project site.

6.0 **VARIATION**

The prices shall remain firm (or with PVC as specified in NIT) for any increase or decrease in the Order/Contract value upto plus or minus 30% unless specified otherwise in technical specification /price format.. The purchaser shall have the right to increase or decrease quantities and scope upto the above extent of value and Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 6 OF 24
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7.0 **SECURITY DEPOSIT CUM CONTRACT PERFORMANCE BANK GUARANTEE**

7.1 **TIME FOR SUBMISSION**

- 7.1.1 The successful tenderer shall submit security deposit-cum-contract performance bank guarantee as per format given in Annexure-IV, within 30 days of LOI/Order/Contract to cover the due performance of the LOI/Order/Contract and to fulfill the guarantee conditions stipulated in the Order/Contract.



7.2 **VALUE**

The value of bank guarantee shall be 10% of the Order/Contract value excluding taxes, duties and freight charges. If the value of the Order/Contract gets enhanced at any time, the Seller/Contractor shall submit the Bank Guarantee correspondingly to the enhanced value at the time of claiming first payment after Contract amendment, failing which the purchaser shall recover the equivalent amount from the payments due to the Seller/Contractor. For the packages like all types of cables, cable trays, cabling materials, Lighting package etc, initially BG is to be submitted for 10% of order value excluding taxes & duties & freight. However BG value can be proportionately reduced after completion of Guarantee period lot-wise as applicable.

Note : No SD-cum-PBG shall be required for order/contract value (excluding taxes, duties and freight) upto Rs.10.0 Lacs. However, vendor to submit Corporate Guarantee in lieu of SD-cum-PBG.

7.3 **VALIDITY**

- 7.3.1 For supply Order/Contract, the validity of the bank guarantee shall be up-to the contractual delivery period, initially. It shall be later extended to cover the entire guarantee period, two months before expiry of its validity period.
- 7.3.2 For Order/Contract inclusive of erection and commissioning (E&C), the validity of bank guarantee shall be up-to the contractual E&C completion period, initially. It shall be later extended to cover the entire guarantee period, two months before expiry of its validity period.
- 7.4 The purchaser shall reserve the right and it shall be lawful on its part to forfeit and en-cash the bank guarantee, in the event of any default, failure or neglect on the part of the Seller/Contractor, in fulfillment of performance of the Order/Contract.


		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 7 OF 24
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- 7.5 The Security deposit-cum-contract performance bank guarantee shall be revalidated by the seller/contractor, whenever it is warranted, till the complete fulfillment of the contractual obligations. The bank guarantee shall be extended by the seller/contractor at his cost, for a period not less than three months at a time, on the same terms for full value of the Order/Contract, before expiry of the bank guarantee.
- 7.6 Equivalent amount shall be recovered from the payments due to the Seller/Contractor before releasing any payment, in the absence of a valid Bank Guarantee.
- 7.7 The BG should be from Public Sector Banks/Consortium Banks and shall be directly furnished by bank to BHEL/PEM, NOIDA. The BGs from Co-operative Banks are not acceptable. However, BG of other than consortium bank/ public sector bank can be accepted subject to an overall exposure limit (at the unit/region level) of Rs. 10 Crores for banks with net worth of more than Rs.500 Crores as on the last balance sheet date and Rs.5.0 Crores for banks with net worth between Rs.350-500 Crores (a certificate and a copy latest balance sheet to be given by the bank to the purchaser with BG.
- 7.7.1 In case of private sector banks, a clause to be incorporated in the text of BG that it can be enforceable by being presented **at any branch** of the bank.
- 7.7.2 In case of foreign vendors our consortium bank in India should confirm the BG issued by foreign banks.
- 7.7.3 In case of BGs given by non-Consortium banks (Private sector or Public sector), the BGs are to be enforceable in the town / city in which the purchaser is located.
- 7.7.4 The genuineness of the said BG has to be confirmed with the issuing bank.
- 7.7.5 The list of Consortium Banks is as per Annexure XII.

8.0 **TERMS OF PAYMENT**

8.1 **FOR SUPPLY OF MAIN SYSTEM/EQUIPMENT INCLUSIVE OF START UP AND COMMISSIONING SPARES**

- 8.1.1 For supply package having contract value up to Rs.25 Lacs excluding Taxes, duties & freight.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 8 OF 24
---	---	--	--

8.1.1.1 Hundred percent (100%) payment along with freight charges against clean receipted LR in original (as proof of delivery of material at site) and submission of all final documents as built drawings, O & M Manuals etc. as applicable duly certified by PEM (Engineering).

8.1.2 For Supply package having contract value more than Rs. 25 Lacs.

8.1.2.1 Ninety percent (90%) of basic price of materials supplied, as per approved billing schedule along with applicable 100% taxes and duties for the consignment shall be paid against dispatch documents on pro-rata basis.

8.1.2.2 **Ten per cent (10%)** of basic price along with freight & octroi, if any will be released on pro-rata basis after submission of **Material Receipt Certificate** (MRC) which is issued by project site engineer (owner/purchaser) and submission of all final documents as applicable duly certified by PEM (Engineering)..

8.2 SUPPLY PAYMENT FOR TURN KEY PACKAGES

8.2.1 **Five per cent (5%)** one time payment of the total basic price against submission and approval of all basic design documents such as data sheets of major equipments, drawings like PID and layout process calculations, quality plan etc wherever required under category-I or II. Details of the design documents and time schedule shall be finalized in line with the Project requirements in the kick-off meeting after award of the order/contract.


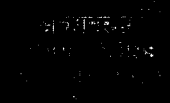
AND

Eighty per cent (80%) of basic price of materials supplied, as per approved billing schedule, along with applicable 100% taxes and duties for the consignment shall be paid against dispatch documents on pro-rata basis.

OR

8.2.2 **Eighty Five per cent (85%)** of basic price of materials supplied, as per approved billing schedule wherever 5% payment against clause 8.1.1 not billed or not applicable, along with applicable 100% taxes and duties for the consignment shall be paid against dispatch documents on pro-rata basis.

8.2.3 **Five per cent (5%)** of basic price along with freight and octroi, if any, will be released on pro-rata basis after submission of **Material Receipt Certificate** (MRC) ,which is issued by the project site engineer (owner/purchaser) after receipt of materials and its physical verification at site.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 9 OF 24
---	---	--	--

Collection of Material Receipt Certificate from the site and its submission for claiming this payment shall be the responsibility of the Seller/Contractor. For only supply contracts MRC shall be arranged by BHEL based upon receipted LR provided by vendor.

- 8.2.4 **Ten per cent (10%)** of the total basic price shall be released after i) submission of all final documents including as built drawings, O&M Manuals etc., as applicable and ii) successful completion of PG (Performance Guarantee)/Demonstration Test (s) and handing over of the system/package, if applicable as per order/contract.

8.3 FOR ERECTION AND COMMISSIONING

- 8.3.1 Eighty (80%) percent payment on pro-rata basis for the work completed as per approved billing schedule, shall be released as progressive payment, by the Site authorities, on submission of protocols duly signed by BHEL site official(s)/Owner.

- 8.3.2 Ten per cent (10%) of the total value shall be released by the site authorities, on successful commissioning of the complete system/package.

- 8.3.3 Balance ten per cent (10%) of the total value shall be released by the site authorities, on successful completion of the PG / Demonstration test(s) and handing over of the system/package to the Owner.



8.4 FOR SUPERVISION OF E&C

100% payment shall be released by the site authorities, on successful completion of E&C, PG / Demonstration test(s) of the system/package to the Owner.

8.5 FOR SUPPLY OF MANDATORY/O&M SPARES

- 8.5.1 **Ninety per cent (90%)** value of spares supplied, along with applicable 100% taxes and duties for the consignment shall be paid against dispatch documents on pro-rata basis.

- 8.5.2 **Balance Ten per cent (10%)** of spares value along with freight and octroi, if any as applicable, will be released on pro-rata basis after submission of **Material Receipt Certificate (MRC)**, which is issued by the project site engineer after receipt of materials and its physical verification at site.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 10 OF 24
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8.6 PAYMENT TO FOREIGN VENDORS

100% payment against irrevocable letter of credit/sight draft basis.

Notes:-

- i) All payment shall be released within 90 days of submission of complete documents as per contract.
- ii) All type of payment to MSED vendors will be released within 45 days of receipt of complete documents as per contract.
- iii) For indigenous supplies all bank charges to vendor's account.
- iv) LC opening / negotiation charges to respective account. LC confirmation charges to vendor's account.



8.6 DOCUMENTS TO BE SUBMITTED FOR CLAIMING DESPATCH PAYMENTS.

7 SETS – (1 Set consisting of following documents):-

- a. Invoice
- b. LR
- c. Packing List
- d. MDCC
- e. CQIR Report
- f. Test certificate and Guarantee certificates

3 SETS - (1 Set consisting of following documents):-

- a. Invoice – Original + 2 copies
- b. LR – Original + 2 copies / receipted LR as applicable
- c. Packing list - clearly showing number of packages, gross weight net wet
- d. MDCC – (BHEL/Customer as applicable) – as per SCC.
- e. Guarantee certificates
- f. Insurance intimation
- g. CQIR Report
- h. PVC Calculation and copy of all applicable indices , if PVC applicable.
- i. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty)
- j. Proof of approval of drawing and document from engineering department to establish contractual delivery date for the purpose of LD & for claiming initial 5% payment.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 11 OF 24
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- k. Proof of submission of final documents including as built drawings, O&M Manual as applicable.

DOCUMENTS FOR CLAIMING MRC & FREIGHT PAYMENT

- a. Invoice in duplicate
- b. Copy of MRC
- c. Original money receipt from transporter for freight payment if required as per P.O.

8.7 LOADING DETAILS IN CASE OF DEVIATIONS:-

The loading details in respect to deviation in payment terms, LD & PVC. Indicated in Annexure – X.

8.8 BHEL BANKERS FOR LC PAYMENT

The address of bankers are :

**M/s Canara Bank,
74, Janpath, New Delhi-110001.**

**M/s IDBI Bank Ltd.,
Surya Kiran Building,
11th Floor,
19, Kasturba Gandhi Marg,
New Delhi – 110 001**

8.9 MODE OF PAYMENT

The payment shall be made directly to the Seller/Contractor, by E-transfer. Seller/Contractor to provide necessary information for the same as per annexure IX

- 8.10 No interest shall be payable by the purchaser on the security amount, bank guarantee amount or balance which may be lying with the purchaser or any money which may become due owing to difference or misunderstanding or any dispute between the purchaser and the contractor, or any delay on the part of purchaser in making periodical or final payment or any other aspects incidental thereto.

9.0 RECOVERY OF OUTSTANDING AMOUNT

In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 12 OF 24
---	---	--	---

whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the seller/contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.

10.0 DELIVERY/COMPLETION SCHEDULE

- 10.1 The Seller/Contractor shall so organize his resources and perform the Order/Contract so as to complete it as per stipulated delivery/completion schedule.
- 10.2 Supply of plant/equipment/stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery, by the time stipulated under the terms & conditions of the Order/Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.
- 10.3 Supply of plant/equipment/stores shall adhere to the quality and specifications as per Order/Contract and shall be delivered at the destination specified in the Order/Contract.
- 10.4 Date of despatch for indigenous supplies(RR/ GR date) and shipment (AWB/ B/L date) for imported supplies shall be treated as **the date of delivery** for the purpose of levying **Liquidated Damages as per clause 13.**

10.5 Terms of delivery shall be FOR despatch station.

11.0 INSPECTION AND TESTING AT CONTRACTOR's PREMISES

- 11.1 Inspection Agency, CQS (BHEL) unless specified otherwise in the contract shall have, at all reasonable times, access to the Seller/Contractor's premises or works, and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the stores during its manufacture, and if part of the stores is being manufactured at other premises, the Seller/Contractor shall obtain from the Inspection Agency, permission to inspect, examine and test as if the store is being manufactured on the Seller/Contractor's premises.

An inspection call is to be raised by the Seller/Contractor on BHEL CQS Website.

Such inspection, examination and testing by itself shall not relieve the Seller/Contractor from any obligation under the Order/Contract.

Non-conformance from the contract specifications shall be reported by the Seller/Contractor as per part – I of Annexure – V.

11.2 The Seller/Contractor shall give the Inspection Agency, reasonable notice of any material being ready for testing, and the Inspection Agency shall (unless the inspection of tests is voluntarily waived), on giving reasonable notice to the Seller/Contractor, attend at the Seller/Contractor's premises within fifteen (15) days of the date on which the material is notified as being ready. All standard shop tests, physical and chemical tests required by the standards or as may be prescribed or approved as per Order/Contract, shall be conducted by the Seller/Contractor. The Inspection Agency reserves the right to waive any of the above tests requirements and to prescribe new tests, if found necessary, to complete the work so as to conform to the best practices. The Seller/Contractor shall forthwith forward to the Inspection Agency, duly certified copies of the **test certificates in quadruplicate**, for approval. Further copies of the shop test certificates shall be bound with the instruction manuals referred to in "Seller/Contractor's documents, drawings and instruction manuals".

11.3 Where the Order/Contract provides for tests/inspections at the premises or works of the Seller/Contractor or any sub-contractor, the Seller/Contractor, except specified otherwise, shall provide free of charge, such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.

11.4 INSPECTION MEASURING AND TEST EQUIPMENTS

11.4.1 Inspection measuring and test equipments (IMTE) whether used by the Seller/Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.

11.4.2 In addition to above, Seller/Contractor shall ensure the following :

- a/ Measurement uncertainty is known and consistent with required measurement capability of the IMTE.
- b/ Selection of IMTEs is compatible with the necessary accuracy and precision of required measurement.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 14 OF 24
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- c/ IMTEs are calibrated at the required intervals against certified equipments having known valid relationship to nationally recognised standards, at recognised calibration labs.
- d/ Calibration records are available and traceable to the particular IMTE.
- e/ In case, during recalibration, the IMTE is found out of calibration, report on action taken to validate the previous results along with both calibration records of the IMTE to be furnished to Inspection Agency.
- f/ IMTEs are stored, handled and preserved such that accuracy and fitness are maintained and safeguarded from adjustments.

NOTE: Purchaser's decision on acceptability of the product in such cases shall be binding.

11.4.3 Responsibility of usage of valid and calibrated IMTEs by his sub-contractor(s) shall be of the Seller/Contractor.

11.4.4 In case, calibration records are required by purchaser, copies of the same shall be furnished.

11.5 Seller/Contractor shall be fully responsible for the Quality of products supplied by sub-contractors.

12.0. **MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)**

12.1 When the tests have been satisfactorily completed at the Seller/Contractor's works, the Inspection Agency shall issue a certificate to that effect within fifteen (15) days after completion of tests, but if the tests were not witnessed by the Inspection Agency or his representative, the certificate would be issued within fifteen (15) days of the receipt of the test certificates by the Inspection Agency.

12.2 Purchaser/Owner will issue MDCC to the Seller/Contractor based on the QS Note/Report from the Inspection Agency.

12.3 **Seller/Contractor will not despatch any material before issue of MDCC by the Purchaser/Owner.**

12.4 The satisfactory completion of these tests or the issue of MDCC, shall not bind the purchaser/Owner to accept the supply/equipment, should it, on further tests after erection, be found not to comply with the contract provisions.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 15 OF 24
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13.0 **DELIVERY FAILURE AND TERMINATION/LIQUIDATED DAMAGES**

13.1 The parties hereto agree that the timely despatch/delivery and completion of other schedules as stipulated in order/contract shall be the essence of the Order/Contract. If the seller/contractor fails to complete the despatch/delivery and other schedules within the time period stipulated in the order/contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for breach of order/contract without prejudice to any other rights and/or remedies provided for, in the order/contract and hereunder.

13.2 **DELAYED DELIVERY**

13.2.1 The purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half percent (½%) of the total contract price per week or part thereof, subject to a maximum of ten per cent (10%) of the total contract price excluding elements of taxes, duties and freight, if the seller/contractor has failed to deliver any part of the ordered stores within the period stipulated in the Order/Contract.

NOTE : If the Order/Contract involves supply for two or more Units/Sets/lots of the Power Project, total value of the Order/Contract to be taken for levy of Liquidated Damages, shall be the Order/Contract value of the particular Unit/Set/lot for which the delay has taken place, provided delivery stipulated in the Order/Contract is Unit/Set/lot wise for **supply packages**. In case of **turnkey packages** LD shall be leviable on the total value (supply and E & C) in case of delay in E & C. No LD shall be withheld from supply payments.

13.2.2 The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller/contractor with notice to the seller/contractor of the stores due for delivery but not so delivered or their equivalent, without canceling the order/contract in respect of the stores not yet due for delivery. The manner and the method of such purchase shall be at the discretion of the purchaser.

13.2.3 Purchaser reserves the right to cancel the order/contract or a portion thereof for the stores not so delivered at the risk and cost of the seller/contractor and the seller/contractor shall be liable to the purchaser for any excess costs thereof.

13.2.4 Seller/contractor shall continue the performance of the Order/Contract under all circumstances, to the extent not cancelled.



		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 16 OF 24
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14.0 **GUARANTEE FOR PLANT/EQUIPMENT/STORES**

- 14.1 The Seller/Contractor shall warrant that the stores supplied shall be free from all defects and faults in design & engineering, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards and in full conformity with the Order/Contract specifications, drawing or samples, if any.
- 14.2 a) **Guarantee for Supply Packages** – guarantee shall be eighteen (18) months from the last dispatch.
- 14.2 b) **Guarantee for turnkey jobs:** The guarantee shall be valid for a period as stipulated in the special conditions of the Order/Contract, otherwise, 18 calendar months from the date of completion of supplies or 12 calendar months from the date of satisfactory commissioning, whichever is **later**. Seller/Contractor's liability in respect of any complaints, defects and claims shall not be limited to the supply and installation of replaced parts free of charge, or the repair of defective parts to the extent that such replacements are attributable to or arise from faulty workmanship, material or design, in the manufacture, of the stores but at the option of the purchaser, to the payment of the value, expenditure and damages as mentioned hereafter, provided defects on being discovered are brought to the notice of the Seller/Contractor within a period of three (3) months from the date of expiry of the guarantee period.
- 14.3 All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of three months from the time of reporting the defect/loss/rejection etc. If the Seller/Contractor so desires and the purchaser agrees subject to import control regulation, the replaced parts can be taken over by him or his representative or the same can be arranged to be despatched by the Seller/Contractor or his representative at Seller/Contractor's cost. No claim, whatsoever shall be entertained by the purchaser on account of such replaced parts.
- 14.4 All the replaced and replenished stores shall also be guaranteed as per above clauses.
- 14.5 The decision of the purchaser with regard to Seller/Contractor's liability and the amount involved, if any, payable by the Seller/Contractor under the guarantee shall be final, conclusive and binding.

15.0 **INSURANCE**

- 15.1 Insurance shall be arranged by BHEL.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 17 OF 24
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15.2 Bidders/Vendors shall inform the insurance company, appointed/nominated by BHEL/ Purchaser, the details of despatches under intimation to BHEL such as LR no. & date, Truck nos., P.O. no., project & value.

15.3 Insurance as applicable for field work such as third party liability, workmen compensation, Seller/Contractor's own Tools & Plants and automobile shall be arranged by the seller/ contractor.

16.0. **INTER-CHANGEABILITY AND CHANGES**

16.1 All similar components or parts of similar equipment supplied by the seller/contractor shall be interchangeable with one another.

16.2 Even though all the work and materials necessary for satisfactory completion of the works may not be detailed in the specifications and schedules, the cost will be considered to be within the contract price and no extra charges shall be payable. However, if there are substantial changes in the specifications of the stores/plant, consequential changes in prices shall be mutually agreed between the purchaser and the seller/contractor.

17.0 **PACKING**

17.1 The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.

17.2 Packing list shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :-

- a/ Packing size.
- b/ Gross weight and net weight of each package.
- c/ Contents of the package with quantity of each item separately.

17.3 In case of shipment by sea, the packing shall be sea-worthy and of international standard.

17.4 **PACKING FOR SPARES**

17.4.1 Different types of spares i.e. start-up/commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately.

17.4.2 Documents for spares should have stamp/markings for easy identification and separation from Main Equipment.

17.5 COLOUR CODING OF TAGS/MARKING/STICKERS

17.5.1 Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details regarding purchase order, description of the components, quantity etc.

17.5.2 Tags should be of the colour as mentioned below:

Main equipment	: Yellow or white tag
Mandatory spares	: Pink or red tag
Start-up/Commissioning spares	: Blue tag
O&M spares	: Green tag

17.5.3 Similar colour scheme should be followed wherever stickers are pasted on components.

18.0 MATERIAL RECEIPT CERTIFICATE

- a) The Seller/Contractor shall arrange Material Receipt Certificate from the concerned project site, duly signed by the purchaser/owner Site Engineer, after receipt of the material at site and its physical verification wherever E&C is in the scope of seller/ contractor.
- b) For supply packages – MRC shall be arranged by BHEL. However vendor to provide copy of receipted LRs to enable BHEL to obtain MRC from site.

19.0 CONSIGNEE's RIGHT OF REJECTION

19.1 Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the Order/Contract (whether with or without any test carried out by Seller/Contractor or the Inspection Agency or under the direction of the Contract Engineer), and notwithstanding delivery of the stores where so provided to the consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion or consignment thereof, within 30 days after actual delivery, thereof to him at the stipulated place or destination, if such stores or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Order/Contract whether on account of any loss, storage, deterioration or damage before despatch or otherwise, whatsoever.

19.2 Rejected goods or materials shall be removed by the seller/contractor within a period of 15 days from the date of receipt of notice of such

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 19 OF 24
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rejection. The expenses to be incurred in respect thereof shall entirely be borne by the seller/contractor.

20.0 RISK IN STORES (FOR E & C CONTRACTS)

The seller/contractor shall perform the Order/Contract in all respects in accordance with the terms and conditions thereof. The stores and every constituents part thereof, whether in the possession or control of the Seller/Contractor, his agents or servants, or a carrier, or in the joint possession of the seller/contractor, his agent or servants and the purchaser, his agents or servants shall remain in every respect at the risk of Seller/Contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of offer, until their delivery to a person specified by the purchaser as interim consignee for the purpose of despatch to the consignee. The Seller/Contractor shall be solely responsible for all loss, destructions, damage or deterioration of or to the stores from any cause whatsoever, while the stores after approval by the Inspection Agency are awaiting despatch.

21.0 SHORTAGES/DAMAGES

21.1 FOR SUPPLY PACKAGES

- a) Shortages in sound cases shall be replenished free of cost as early as possible by vendor.
- b) Shortages/Damages during transit/ handling at site, vendor shall supply replacements as early as possible at old contractual rates upon intimation to vendor within 3 months of receipted LR.

21.2 FOR E & C PACKAGES -

Any shortages or damages during unloading and handling at site, including at the time of erection and commissioning, shall be made good by the Seller/Contractor at his risk and costs, to meet the project schedule. In case of faults/discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/replenished free of cost to enable the equipment to be put in service.

22.0 CONFIDENTIALITY

Seller/contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 20 OF 24
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23.0 **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- 23.1 If the Seller/Contractor fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor and the Seller/Contractor shall be liable to the purchaser for any excess costs provided that the Seller/Contractor shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor shall on no account be entitled to any gain on such repurchases.
- 23.2 Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor shall be worked out after levying 30% overheads as departmental charges on the ex-works cost of materials purchased.

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 21 OF 24
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24.0 TERMINATION OF THE CONTRACT

- 24.1 The purchaser shall have the right to cancel the Order/Contract, wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor compensation claim shall be settled mutually.
- 24.2 The purchaser shall also have the right to cancel the Order/Contract at the risk and cost of the Seller/Contractor in case either the Seller/Contractor himself or any of his representative or agent is found to have been a previous employee of the purchaser immediately before the retirement and has within a period of two years of such retirement accepted the employment of the Seller/Contractor either as a Seller/Contractor or as an employee without having obtained the prior permission of the purchaser.
- 24.3 In case of cancellation of main supply order/ contract, all other associated orders/ contracts like, mandatory spares/recommended spares/ E & C/ supervision of E & C also get cancelled.

25.0 TRANSFER, SUB-LETTING/ASSIGNMENT/SUB-CONTRACTING

- 25.1 The seller/contractor shall not sublet, transfer or assign this order/contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of the purchaser. In the event of seller/contractor sub-letting, transferring or assigning this order/contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the purchaser shall be entitled to cancel the order/contract and to purchase the stores from elsewhere at risk and costs of the seller/contractor and the seller/contractor shall be liable for any loss or damage which the purchaser may sustain in consequence of, or arising out of such risk purchase.
- 25.2 If the seller/contractor is an individual or a proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the purchaser is satisfied that the legal representative of the individual seller/contractor or the proprietor of proprietary concern and in the case of partnership, surviving partners are capable of carrying out and completing the Order/Contract, the purchase shall be entitled to cancel the Order/Contract as to its incomplete and without being in any way liable to payment of any compensation to the estate of seller/contractor and/or to the surviving partners of the seller's/contractor's firm on account of the cancellation of the order/contract.
- 25.3 Terms and Conditions shall not get affected in case of merger/amalgamation/re-arrangement/takeover etc.

25.4 The decision of the purchaser that the legal representatives of the deceased seller/contractor or surviving partners of the seller's/contractor's firm can not carry out and complete the order/contract shall be final and binding on the parties hereto.

26.0 **FORCE MAJEURE**



26.1 Notwithstanding anything contained in **clause 14.0**, if at any time, during the continuance of the Order/Contract the performance in whole or in part by either party, of any obligations under this Order/Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Order/Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of the purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.

26.2 In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

26.3 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/Contract, wholly or partly, in order to meet the overall Project schedule and make alternative arrangements for completion, of delivery and other schedules.

27.0 **INDEMNIFICATION**

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

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 23 OF 24
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28.0 **CONTRACT PERFORMANCE EVALUATION**

Performance of the Seller/Contractor in the present Order/Contract shall be evaluated by the Purchaser as per Performance Evaluation System detailed in Annexure – VII. The Seller/Contractor may be de-listed or put under hold or retained based on the performance in the present Order/Contract.

29.0 **SETTLEMENT OF DISPUTES**

29.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final.

29.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

29.3 The Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

30.0 **ARBITRATION**

30.1 In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Seller/Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

30.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the

		GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME-- I PART-B REV NO. : 04 PAGE NO. 24 OF 24
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arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

30.3 The cost of the arbitration shall be borne equally by the parties.

31.0 LAWS GOVERNING THE CONTRACT

The Contract including all matters connecting with this contract shall be governed by the Indian Law both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of Indian courts at Delhi/ New Delhi.

32.0 JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

ANNEXURES

No.	DESCRIPTION
I	OFFER SUBMISSION AS PER NIT
II	TERMS & CONDITIONS CONFIRMATION
III	DECLARATION
IV	SECURITY – CUM – PERFORMANCE BANK GUARANTEE BOND
V	NON-CONFORMANCE REQUEST (NCR)
VI	INSPECTION AUTHORITY DETAILS
VII	REQUEST FOR ISSUE OF “C” FORM
VIII	PERFORMANCE EVALUATION SYSTEM
IX	NEFT DETAILS
X	LOADING CRITERION
XI	INTEGRITY PACT
XII	LIST OF CONSORTIUM BANKS



**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT
PPEI BUILDING, HRD & ESI COMPLEX
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (UP)**

Not for Publication

For official use

		<h1>ANNEXURE-I</h1>	REV NO. : 04 PAGE NO.: 1 OF 1
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(To be filled up by the Bidders)

Ref. No. :

Dated :

**M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PPEI BUILDING, HRD & ESI COMPLEX,
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (UP)**

ATTENTION :

Dear Sir,

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

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

2. If the work or any part thereof is awarded to us, we undertake to submit security-cum-contract performance bank guarantee as per your requirement, within thirty days of receipt of Letter of Intent/Order/Contract.
3. We have annexed to this tender the following documents:-

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

- i/ Complete Techno-Commercial Offer. (in five sets)
- ii/ Agreed Terms and Conditions (Annexure-II).
- iii/ Schedule of Commercial Deviations giving clause references.
- iv/ Schedule of Technical Deviations giving clause references.
- v/ Unpriced copy of Price Schedule using format given by BHEL.
- vi/ Any other documents (Please specify).

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

Thanking you,

Yours faithfully,

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

		<h1>ANNEXURE-II</h1>	REV NO. : 04 PAGE NO.: 1 OF 2
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AGREED TERMS AND CONDITIONS

(This format duly filled in, signed and stamped must form part of the techno-commercial (Part-I) bid. Clauses confirmed hereunder need not be repeated in the bid.)

S.No.	Description	Bidder's confirmation (YES/NO/NA)
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- 1(a) Acceptance of Technical Specifications (Vol.IIB), Schedules and Data Sheets (Vol.III) and scope of supply as per Tender Enquiry.
- 1(b) In case of deviations, the same have been highlighted separately giving clause references under the heading "TECHNICAL DEVIATIONS".
- 2(a) Acceptance of Terms and Conditions included in the Enquiry letter and all Vol-I General Conditions of Contract (Part-A: Instructions to bidders, Part-B: General Commercial Terms & Conditions) and Special Conditions of Contract, if applicable.
- 2(b) In case of deviations, the same have been highlighted separately giving clause references under the heading "COMMERCIAL DEVIATIONS".
- 3(a) **PRICES:** Quoted prices shall remain FIRM / with PVC till complete execution of the Order/Contract.
- 3(b) Prices have been filled up in the Price Schedule format attached with the tender documents.
- 3(c) Rates of excise duty, central sales tax / VAT & service tax and requirement of concessional forms, have been indicated in the unpriced copy of price bid, enclosed.
4. **Payment Terms:** Acceptance of relevant terms of payment as specified in the Tender Documents.
5. **Bank Guarantee:** Security-cum-performance BG shall be furnished as specified in the Tender Documents.

		<h2>ANNEXURE-II</h2>	REV NO. : 04 PAGE NO. : 2 OF 2
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S.No.	Description	Bidder's confirmation (YES/NO/NA)
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6. **Delivery**: Indicate the shortest delivery period, which shall not exceed the delivery requirement as per this Tender Enquiry. Date of **LR/RR/AWB/BL** shall be considered as date of delivery.
7. **Liquidated Damages**: In case of delay in delivery/completion schedule, LD clause as per tender documents acceptable.
8. Part order will be acceptable (Not applicable for turnkey packages)
9. Validity of Offer as per clause no. 11.0 of "Instructions To Bidders" acceptable.

Note:- The order of preference shall be N.I.T. covering letter/ SCC/ GCC terms/ Region GCC (if applicable)

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

		<p align="center">ANNEXURE-III</p>	<p>REV NO. : 04</p> <p>PAGE NO.: 1 OF 1</p>
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ANNEXURE-III

DECLARATION

It is hereby declared that the original/revised* price bids being opened for _____ (Name of Package) for _____ project is complete in all respects and contains prices for complete scope of supply, including tests etc., as per BHEL's requirement. If in the original/revised* price bids where itemised price is not available for any part of scope of supply, including tests, etc., the same should be treated to have been included in our original/revised* price bid. Also revised price bid, if any, even though generally governed by the terms and conditions indicated in the original commercial/Price bid (unless indicated to the contrary), any price discount, if not mentioned specially in the revised price bid, the one mentioned, if any in the original price bid shall be applicable for computing final price.

It is also agreed that no further chance for seeking clarification/confirmation to any missing point will be necessary.

Absence of itemised prices against some items does not mean that they are not included. Even though itemised prices are given for major items, those items which are not specially shown, are also included to meet the entire system as per BHEL requirements.

Signature of authorised Representative

Name and Designation :

Name & Address of the Bidder

Date

Forwarded to:

M/s Bharat Heavy Electricals Limited
Project Group
Project Engineering Management
PPEI Building, HRD & ESI Complex
Plot No. 25, Sector – 16 A
NOIDA – 201 301 (U.P.)

(Please delete whichever is not applicable.)

		ANNEXURES-IV	REV NO. : 04 PAGE NO.: 1 OF 2
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ANNEXURE-IV

SECURITY-CUM-PERFORMANCE BANK GUARANTEE BOND

In consideration of **BHARAT HEAVY ELECTRICALS LIMITED, PROJECT ENGINEERING MANAGEMENT DIVISION** (hereinafter called the "**Company**" having agreed from M/s

(hereinafter called the said **Contractor** which term includes supplier for the purpose of the bond) to accept the demand under the terms and conditions of the Agreement No. _____ dated _____ made between _____ and _____

(hereinafter called the said **agreement**) of Security Deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we,

(indicate the name of the Bank) (hereinafter referred to as the **Bank**) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ (indicate the name of the Bank) _____, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reasons of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment to so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till _____ office/Department/Division of Bharat Heavy Electricals Limited certifies that the

		<p align="center">ANNEXURES-IV</p>	<p>REV NO. : 04</p> <p>PAGE NO.: 2 OF 2</p>
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terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____*, we shall be discharged from all the liability under this guarantee thereafter.

5. We, (indicate the name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Date _____ Day of _____
for (indicate the name of the Bank)

(Signature of Authorised signatory)

- * This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

	ANNEXURE - V	REV NO. : 04 PAGE NO. : 1 OF 3
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ANNEXURE-V

NON-CONFORMANCE REQUEST (NCR) (GRANTING OF NCR DOES NOT ENTITLE ANY INCREASE IN PRICE OR EXTENTION OF SCHEDULE, TO VENDOR)			
PART-I (TO BE FILLED BY VENDOR)			
NAME OF VENDOR:		NCR NUMBER:	
SPECIFICATION TITLE:		SPECIFICATION NUMBER:	
PROJECT SITE:		LOI/PO NUMBER:	
DRAWING TITLE:		DRAWING NUMBER:	
DATE BY WHICH DECISION REQUIRED ON NCR:			
SL.NO.	REQUIREMENT AS PER SPECIFICATION/DRAWING	NON-CONFORMANCE OBSERVED/REQUESTED	REASON
PROPOSED ACTION:			
FORWARDED <input type="checkbox"/> CE <input type="checkbox"/> IA TO <input type="checkbox"/> SITE IA (2 Copies)			
		SIGNATURE	DATE
		SEAL	

		<p align="center">ANNEXURE - V</p>	<p>REV NO. : 04</p> <p>PAGE NO.: 2 OF 3</p>
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ANNEXURE-V

NON-CONFORMANCE REQUEST (NCR) (GRANTING OF NCR DOES NOT ENTITLE ANY INCREASE IN PRICE OR EXTENTION OF SCHEDULE, TO VENDOR)				
PART – II (TO BE FILLED BY IA OR SITE IA)				
<input type="checkbox"/> NCR RECOMMENDED <input type="checkbox"/> NCR RECOMMENDED AS PER REMARKS BELOW <input type="checkbox"/> NCR NOT RECOMMENDED				
REMARKS:				
ACTION	<input type="checkbox"/> Returned to Vendor <input type="checkbox"/> Forwarded to CE (PEM) (2 Copies)			
		NAME	SIGNATURE	DATE
PART-III (TO BE FILLED IN BY PROJECT ENGINEER (PEM))				
<input type="checkbox"/> NCR APPROVED <input type="checkbox"/> NCR APPROVED AS PER REMARKS <input type="checkbox"/> NCR NOT APPROVED				
REMARKS: (A) WITHOUT INCREASE IN CONTRACT PRICE (B) WITH REDUCTION IN CONTRACT PRICE (DETAILS ENCLOSED) (C) WITHOUT AFFECTING PROJECT SCHEDULE				
ACTION	<input type="checkbox"/> Returned to Vendor (Only in case NCR not approved) <input type="checkbox"/> Forwarded to CMP on _____ (For issue of PO amendment)			
		NAME	SIGNATURE	DATE
NOTE: Project Engineer (PEM) shall approve the NCR after obtaining consent/approval of affected departments/agencies and also of SH and DH.				
PART- IV (TO BE FILLED BY CONTRACT ENGINEER (PEM))				
PO No.	PO Date	PO Amendment No.	PO Amendment Date	
DISTRIBUTION (1COPY EACH)	<input type="checkbox"/> VENDOR <input type="checkbox"/> SITE IA <input type="checkbox"/> IA <input type="checkbox"/> PEM-ENGG.			
		NAME	SIGNATURE	DATE

		<p align="center">ANNEXURE - V</p>	<p>REV NO. : 04 PAGE NO.: 3 OF 3</p>
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ANNEXURE-V

INSTRUCTIONS FOR THE VENDOR REGARDING NON-CONFORMANCE REQUEST (NCR)

3. Photo-copies of the NCR Form can be used by the Vendor, whenever required.
4. Non-conformances, due to the following and/or other reasons, shall be raised by the Vendor, in this form, in order to obtain BHEL decision on the same.
 - a) Changes from Bid Specification and Deviations agreed during negotiations

OR

Changes from Contract Specification required as a result of detailed design and preparation of drawings by the Vendor.

 - b) Changes in Contract Drawings and Documents approved by BHEL.
 - c) Inaccurate workmanship, procedure or practice.
 - d) Use of material other than the size, type of grade as called for in the specification/drawing.
3. Vendor shall send two copies of the NCR to :
 - a) Contract Engineer (CE) of BHEL, PEM, for non-conformances required as a result of detailed design and preparation of drawings by the Vendor etc.
 - b) Inspection Agency (IA) for all non-conformances during manufacture/fabrication, assembly etc.
 - c) Site Inspection Agency (Site IA) for all non-conformances during site fabrication, erection and commissioning.
4. Vendor shall mark copies of NCRs and all correspondence, in this respect, to Contract Engineer (CE) of BHEL, PEM.
5. The names and addresses of Inspection Agency and Site Inspection Agency are given in the Letter of Intent/Purchase Order.
6. Non-conformances raised in this form only, will be entertained by BHEL.
7. NCRs shall be kept to a minimum.
8. A summary of non-conformances granted, if any, shall be included by the Vendor in the Quality Assurance Document Package to be forwarded to BHEL & Customer, on satisfactory completion of inspection and tests.
9. Granting of NCR by BHEL does not entitle the Vendor to any increase in price or extension of schedule.

**ANNEXURES-VI**



REV NO. : 04

PAGE NO. : 1 OF 1

INSPECTION AUTHORITY DETAILS
CQS JURISDICTION

Code No	CQS Centre	Telephone No.	Fax No.	Jurisdiction
0	Centre Head Kribhco Bhawan, 2 nd Floor Sector -1, A8-10, Noida – 201-301 (UP)	0120-2443496 0120-2443497	0120-2443492 0120-2443493	DELHI,GWALIOR (MP) HARYANA,PUNJAB, RAJASTHAN, HP, UTTAR PRADESH,UTTARANCHAL
B	Centre Head 1 st floor EVR Periyar Building No. 690 (old No.474) Anna Salai, Nandanam Chennai – 600-035	044-24314294 044-24314298	044-24314296	KERALA, PONDICHERRY, TAMIL NADU Excluding Hosur (Ref. CQS-Bangalore) TIRUPATI (AP), VIZAG
C	Centre Head 3 rd Floor, DJ 9/1 Salt Lake City, Kolkata – 700 091	033-23216308 033-23216318	033-23216495	ASSAM,BIHAR,ORRISSA, WEST BENGAL
D	Centre Head 2 nd floor CTI Building BHEL Complex Prof. CNR Rao Circle Opp. Indian Institute of Science Malleswaram Bangalore – 560-012	080-23367608 080-23367609	080-23367637	GOA,KARNATAKA, KOLHAPUR,RATNAGIRI, SANGLI (MAH) HOSUR (TN)
E	Centre Head 15 th floor, World Trade Centre-1 Cuffe Parade, Colaba Mumbai	022-22187969 022-22181571	022-22151460 022-22187850	MAHARASHTRA (Excluding Ratnagiri & Sangli (Ref. CQS- Bangalore) Jalgaon & Nagpur (Ref. CQS Bhopal) Aurangabad & Walchandnagar (Ref. CQS Secunderabad) GUJRAT (Excluding Vadodara & Anand, Ref. CQS,Bhopal) DAMAN
F	Centre Head “Ek Tara” Building 39, Sarojini Devi Road Secunderabad -500 003	040-27801129 040-27704290	040-27701147	ANDHARA PRADESH (excluding Tirupathi (Ref. CQS-Chennai) AURANGABAD & WALCHANDNAGAR (MAH) Kirkoskarwadi
G	CentreHead Block VI Annexe P.O.Piplani Bhopal	0755-2502366	0755-2685233	1) MADHYA PRADESH (Excluding Gwalior (Ref. BHEL,CQS, Noida) 2) CHHATTISGARH 3) JALGAON & NAGPUR OF MAHARASHTRA 4)VADODARA & ANAND OF GUJARAT

Reallocated areas to different CQ Centers from 1/7/07 Units placing P.O.s on above & onwards dates respective Centers can be contacted for inspection & other follow up. Po's prior to above dates, respective C enters take up inspection.

		ANNEXURE-VII	REV NO. : 04 PAGE NO.: 1 OF 1
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ANNEXURE-VII

(Request for Issue of "C" Form)

Head (Finance Deptt.)
PEM/BHEL, First Floor
BHEL House,
SIRIFORT,
NEW DELHI-110 049

Dear Sir,

Sub: **Request for Issue of "C" Forms**

We request you to issue us "C" forms for the invoices for which following details are being given herewith :

- I P.O. NO. & Date :
- II PROJECT :
- II Invoice number and date :
- IV Items / Description :
- V "C" Form value :
- VI. LR/R/GR number and date :

We are enclosing herewith photocopies of Bill/Invoice and LR/RR/GR.

Thanking you,

Yours faithfully,

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

ANNEXURE-VIII

PERFORMANCE EVALUATION SYSTEM

1. PERFORMANCE EVALUATION

Performance of the Seller/Contractor shall be calculated for each Order/Contract, with respect to the following main factors and their weightages :

<u>Rating</u>		<u>Weightage</u>
Quality	=	60
Delivery	=	30
Service	=	10
Total		100

1.1 Quality Rating (QR) 60% weightage

Quality rating is based on acceptable quantity of material delivered by the Seller/Contractor.

$$\text{Quality Rating (QR)} = \frac{(Q1 + 0.75 \times Q2 + 0 \times Q3) \times 60}{Q}$$

Where Q	=	Quantity inspected
Q1	=	Quantity accepted
Q2	=	Quantity accepted with concession/deviation
Q3	=	Quantity rejected

1.2 Delivery Rating (DR) 30% weightage

Seller/Contractor will be rated on delivery parameters as follows :

- (a) - Adherence to P.O. delivery - 30
(b) - One mark shall be deducted for each day's delay.

In case of rectification / replacement of item, the delivery to be reckoned from date of completion of rectification / replacement and not the original supply date.

1.3. Service Rating (SR) 10% weightage

Service Rating shall be given on the basis of the following criteria :

Cooperation and readiness to help in emergency; Submission of	}	
Support documents such as GA Drawings, TC, GC etc., as	}	5
applicable; Submission of final technical documents, O & M	}	
manuals and as built drawings complete and in time.	}	
Promptness in reply / attending quality problems at site		5

		ANNEXURE-VIII	REV NO. : 04 PAGE NO.: 2 OF 2
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The above rating will also be subject to further feedback from Inspection Agency on the following criteria :

- Item not offered as per Inspection Requirement.
- Non - availability of calibrated instruments at the time of inspection at Seller/Contractors' works.
- Acceptance after rework.

In above cases, Seller/Contractor will be allocated negative five marks (-5) for service rating.

Total Rating (TR) of the Seller/Contractor = QR + DR + SR

2.0 DEMERIT FACTOR

Total Rating of the Seller/Contractor will be multiplied by the demerit factor (DF) to calculate the final Seller/Contractor's Performance Score (SPR). The demerit factor is determined as detailed below :

- Items /systems meets all design and guarantee parameters 1.0
- Items / systems satisfy the design / guarantee parameter with minor deviations & functionally acceptable. 0.9
- Items / systems are put into service with rework at site 0.8
- Contractual requirements like timely erection /warranty obligations/service after sales etc. not met 0.7
- Items / systems rejected & replaced due to not meeting design / performance requirement. 0.5

$$SPR = TR \times DF.$$

3.0 Based on the SPR, performance will be rated as below :

SPR	RATING	ACTION
100	A1	To be retained in the Vendor List as Preferred Seller/Contractor
Above 90 but less than 100	A	To be retained in the Vendor List
80-90	B	To be retained in the Vendor List provided there is specific commitment to improve the area of deficiency in a time bound manner
60-79	C	Tender Enquiry may not be issued in future. However, under special circumstances, enquiry may be issued with the approval of competent authority only.
Below 60	D	To be de-listed/put under HOLD.

**NEFT Application Form****Name of the party****Name of the Bank****Address Of the Bank****Party's A/c no****Type of A/c****IFSC CODE****Vendor's E-MAIL ADDRESS****Authorised Signatory****Seal****THE ABOVE DETAILS ARE TO BE SUBMITTED ON THE COMPANY'S LETTERHEAD .****THE DETAILS MAY EITHER BE ATTESTED BY YOUR BANKERS OR ACCOMPANIED BY A CANCELLED CHEQUE LEAF WITH IFSC CODE & A/C NO.PRINTED ON IT .****UNDERTAKING TO REPORT IMMEDIATELY ANY CHANGES IN THE ABOVE TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD**

		ANNEXURES-X	NO. : 04 E NO.: 1 OF 1
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ANNEXURE-X

A) PAYMENT TERMS (LOADING)

Normally no deviation for payment is allowed, however BHEL accept the deviation only in case of exceptional circumstances, bids shall be loaded as per following during bid evaluation.

a) Supply Package:-

- | | | | |
|-----|----------------------|---|---|
| i) | Direct payment | : | No loading |
| ii) | Payment through Bank | : | 4% of total price including taxes & duties. |

b) Supply/Turnkey packages:

- | | | | |
|------|---|---|--|
| i) | Payment demanded in 60 days | : | 2% of total price including taxes & duties. |
| ii) | Payment demanded in 45 days | : | 3% of total price including taxes & duties. |
| iii) | Payment demanded in 30 days . | : | 4% of total price including taxes & duties. |
| iv) | Last 10% supply Payment against PG Test demanded without conducting PG test : | : | 10% of total package value (all inclusive price) & submission of additional BG for 10% value. |

B) BANK GUARANTEE :-

Non submission of Bank Guarantee : No deviation is permitted

C) LIQUIDATED DAMAGES :-

- | | |
|-----|--|
| i) | If max limit asked for is 10% or 5% of undelivered portion - 10% value of total quoted price excluding taxes, duties & freight. |
| ii) | If maximum limit asked is 5% of contract value instead of 10% - 5% value of total quoted price excluding taxes, duties & freight |

D) PRICE VARIATION CLAUSE :-.

PVC Instead of Firm Price : Maximum ceiling of PVC as demanded by vendor.

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 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 Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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 demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.

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 when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

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: _____ Witness: _____ (Name &
Address) _____ (Name & Address) _____



ANNEXURE-XII

REV NO. : 04
PAGE NO.: 1 OF 1

LIST OF CONSORTIUM BANKS

1. **State Bank of India**
2. **ABN Amro Bank N.V.**
3. **Bank of Baroda**
4. **Canara Bank**
5. **Citi Bank N.A.**
6. **Corporation Bank**
7. **Deutsche Bank**
8. **HDFC Bank Ltd.**
9. **The Hongkong and Shanghai Banking Corporation Ltd.**
10. **ICICI Bank Ltd.**
11. **IDBI Ltd.**
12. **Punjab National Bank**
13. **Standard Chartered Bank**
14. **State Bank of Travancore**
15. **State Bank of Hyderabad**
16. **Syndicate Bank**