

**BHARAT HEAVY ELECTRICALS LTD.  
(TRANSMISSION BUSINESS GROUP)**

**GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT**

This is to be submitted duly signed by bidder in original. Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in “Schedule of Commercial Deviation”. Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.

| Sr.<br>No. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| 1.         | <p><b>INSTRUCTION TO BIDDERS :</b></p> <p>1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected.</p> <p>1.2 Bidder must ensure that their bid is submitted / dropped in the tender box on or before <b>14-00 Hrs. IST</b> on the due date of opening, unless otherwise specified in the NIT, at the address as follows :-</p> <p style="padding-left: 40px;">Tender Box,<br/>Materials Management,<br/>Transmission Business Group,<br/>Bharat Heavy Electricals Limited,<br/>5<sup>th</sup> Floor, Tower-A,<br/>Advant Navis IT Business Park,<br/>Plot-7, Sector-142,<br/>Noida Expressway, Noida,<br/>Dist. G. B. Nagar, U. P. – 201305</p> <p>1.3 In case tender enquiry is floated through the e-procurement system, offer / bid has to be submitted through the e-procurement system <b>ONLY</b> as per instructions given in the e-procurement portal (<a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a>).</p> <p>1.4 The bids shall be opened at 14-30 Hrs. IST on the due date of opening, in the presence of participating bidders who may like to be present, unless otherwise specified in the NIT. Bids received late are liable for rejection. Bidders sending bids by courier or post will have to ensure that it is timely delivered at the above address.</p> <p>1.5 Bids are to be submitted duly signed with seal in two parts :-</p> <p style="padding-left: 40px;">a) <b>Techno-commercial Bid (Part-I)</b> – To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format <b>without prices</b> “Un-Priced Bid” is also to be enclosed in Part-I Bid.</p> <p style="padding-left: 40px;">b) <b>Price Bid (Part-II)</b> – To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The rates should be quoted both in figures and words.</p> <p>1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and</p> |

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|         | <p>marked as “Techno-commercial Bid (Part-I)” and “Price Bid (Part-II)” respectively. Both the envelopes are to be kept in another common envelope and marked as “BID”. Each envelope should be sealed and superscribed with tender enquiry no., item / package name, project name and due date of opening. Bidder’s name and address shall also be mentioned on each envelope.</p> <p>1.7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT.</p> <p>1.8 For any commercial clarification please contact official issuing tender enquiry / NIT.</p> <p>1.9 Price bid (Part-II) should not contain any additional information / description other than given in “Un-Priced Bid” submitted with “Techno-commercial Bid (Part-I)” except prices, otherwise bid is liable for rejection.</p> <p>1.10 Price Bid submitted along with the bid shall remain valid up to validity of offer. Any discount / revised offer submitted by the bidder on its own shall be accepted provided it is received before the due date and time of offer submission (i.e. Part-I Bid). The discount shall be applied on pro-rata basis to all items including optional items, if any, unless specified otherwise by the bidder. Discount offered shall be valid for full duration of validity of the offer including extension of validity, if any. Unsolicited Supplementary / Revised Price Bid submitted after the due date and time of offer submission (i.e. Part-I Bid), during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail suitable action against such bidder by BHEL.</p> <p>1.11 The consultants / firm (and any of its affiliates) shall not be eligible to participate against tender enquiry for the related goods or works or services for the same project, if they were engaged by BHEL-TBG for the consultancy services.</p> <p>1.12 In case any Foreign OEM / Foreign Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and the agent, bid received from the agent shall be ignored.</p> <p>1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :-</p> <p>a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.</p> <p>b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.</p> |

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|         | <p>c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>d) If there is such discrepancy in an offer as mentioned in (a), (b) &amp; (c) above, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.</p> <p>1.14 In case the scope of the successful bidder / supplier against this tender enquiry includes Erection, Testing and Commissioning (ETC) of the equipment / material at site in addition to Supply, Purchase Order shall be placed for Supply Portion and Contract shall be separately awarded for ETC at Site Portion. General Terms and Conditions for Tender Enquiry / Contract mentioned herein shall be applicable for both Supply &amp; ETC at Site. Additional Terms and Conditions for Tender Enquiry / Contract for Erection, Testing and Commissioning at Site "BHEL/TBG/GTC-ETC/2016" shall be applicable for ETC at Site only which is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract mentioned herein. However, any breach of either the Purchase Order or the Contract shall be deemed to be breach of the other.</p> <p>1.15 Taxes and Duties payable extra as per Clause No. 2.3 in NIT, if not specified/quoted clearly as extra shall be considered as included in Ex-works Price and therefore shall not be reimbursed. Taxes and duties not payable extra as per NIT shall be deemed to be included in Ex-works Price.</p> <p>1.16 If the rates for taxes and duties in respect of the quoted materials and / or services assumed by the Supplier are less than the tariff prevailing at the time of tendering, Supplier will be responsible for such under quotations. However if the rates assumed are higher than the correct rates prevailing at the time tendering, the difference will be to the credit of BHEL.</p> <p>Note :<br/>Representative / official deputed by the bidder to witness tender opening must produce authorization letter for the same.</p> |
| 2.      | <p><b>PRICES :</b></p> <p>2.1 Unless specifically indicated in the NIT, all prices shall be <b>FIRM</b>. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.</p> <p>2.2 Unless specifically indicated in the NIT, the prices shall be on <b>INR</b> basis.</p> <p>2.3 Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis. The break-up of prices shall be as under :-</p> <p>a) <b>Ex-works Price:</b> Ex-works price including packing &amp; forwarding charges.</p> <p>b) <b>Excise duty (ED):</b> ED as applicable is to be quoted as percentage in both un-priced bid and price bid.</p> <p>c) <b>Sales Tax (ST):</b> Central Sales Tax/Value Added Tax shall be reimbursed only</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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|         | <p>if the same is paid by the Seller/Contractor to the respective Govt. authorities on direct sales by the Seller/Contractor to the purchaser meeting all statutory requirements and availing all exemptions/concessions under the respective CST/VAT Acts, If is shown/mentioned as included in quoted Price or mentioned as Not Applicable, it will not be reimbursed by BHEL proposes to make Sale in Transit under section 6(2)(b) of Central Sales Tax Act where good movement is interstate. Form "C" shall be issued and exchanged against Form "E1/E2" based on quarterly transactions. The supplier is required to submit the request for issue of Form "C" within 30 days from the end of the quarter giving statewise invoice details. VAT invoices in format prescribed in the respective State Sales Tax Act have to be submitted in the name of nodal agency specified in NIT/intimated by BHEL.</p> <p>d) <b>Freight &amp; Insurance:</b> Freight (inclusive of all applicable taxes and duties) and Transit Insurance (inclusive of all applicable taxes and duties) for door delivery up to destination / site / store are to be quoted individually.</p> <p>e) <b>Type Test Charges:</b> If asked in the technical specification, it is to be quoted separately for each test along with applicable taxes and duties.</p> <p>f) <b>Charges for Supervision of Erection, Testing &amp; Commissioning (ETC) at Site:</b> If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties.</p> <p>g) <b>Charges for Testing &amp; Commissioning at Site:</b> If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties.</p> <p>h) <b>Charges for Erection, Testing &amp; Commissioning at Site:</b> If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties.</p> <p>i) <b>Training Charges:</b> If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties.</p> <p>j) <b>Service Tax:</b> Service Tax if applicable is to be quoted as percentage in both un-priced bid and price bid.</p> <p>2.4 Entry Tax / Octroi: Any Entry Tax / Octroi, if applicable at destination / destination state, shall be paid extra on proof of such payment. Supplier has to get confirmation from BHEL before despatch of material for any exemption, if applicable.</p> <p>Note :</p> <p>i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders.</p> <p>ii) Prices quoted by Indian bidders shall be in Indian Rupees only.</p> <p>iii) In case Supervision of Erection, Testing &amp; Commissioning (ETC) at Site or Testing &amp; Commissioning at Site or Erection, Testing &amp; Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms &amp; conditions of the NIT, if any.</p> |

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|         | iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3.      | <p><b>TERMS OF PAYMENT :</b></p> <p>3.1 For Supply only or Supply where Supervision of Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing &amp; Commissioning at Site is in scope of the supplier</p> <p>a) 95% of Ex-works value along with 100% taxes &amp; duties, Freight &amp; Insurance within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>• LR / GR duly endorsed by BHEL Site Official.</li> <li>• Material Receipt Certificate issued by BHEL Site Official.</li> <li>• Excise invoice (where ED reimbursement is required or ED exemption is applicable)</li> <li>• Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters.</li> <li>• Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>• Guarantee Certificate</li> <li>• Copy of Performance Bank Guarantee (PBG)</li> <li>• Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order.</li> </ul> <p>b) 5% of Ex-works value within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>• Form "E1/E2" against Form "C", if applicable</li> <li>• Certificate of successful completion of Supervision of Erection, Testing &amp; Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing &amp; Commissioning at Site if it is in the scope of the supplier.</li> <li>• Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul> <p>3.2 For Supply where Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier</p> <p>a) 90% of Ex-works value along with 100% taxes &amp; duties, Freight &amp; Insurance within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>• LR / GR duly endorsed by BHEL Site Official.</li> <li>• Material Receipt Certificate issued by BHEL Site Official.</li> <li>• Excise invoice (where ED reimbursement is required or ED exemption is applicable)</li> <li>• Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters.</li> <li>• Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>• Guarantee Certificate</li> <li>• Copy of Performance Bank Guarantee (PBG)</li> </ul> |

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|         | <ul style="list-style-type: none"> <li>• Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order</li> </ul> <p>b) 10% of Ex-works value within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>• Form "E1/E2" against Form "C", if applicable</li> <li>• Certificate of successful completion of Erection, Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management</li> <li>• Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul> <p>3.3 For Type Test Charges</p> <p>100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&amp;I is in scope of supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management.</p> <p>3.4 For Charges for Supervision of Erection, Testing &amp; Commissioning at Site</p> <p>100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with certificate of successful completion of Supervision of Erection, Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.5 For Charges for Testing &amp; Commissioning at Site</p> <p>100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with certificate of successful completion of Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.6 For Training Charges</p> <p>100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies).</p> <p>Note :</p> <ul style="list-style-type: none"> <li>i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT).</li> <li>ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable.</li> <li>iii) In case of Transit Insurance under Open Insurance Policy, Intimation /</li> </ul> |

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|         | <p>Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable.</p> <p>iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date.</p> <p>v) In case VAT is applicable, supplier has to submit Tax Invoice(s) irrespective of any VAT benefit / input credit available to BHEL.</p> <p>vi) In case of interstate sale-in-transit against Form "C", supplier to ensure submission of Form "E1/E2" to BHEL timely to meet statutory requirements irrespective of the related payment terms.</p> <p>vii) Supplier has to submit proof of Service Tax deposited / paid to authority with copy of PAN Card for payment of Service Tax and TDS shall be applicable as per statutory requirements.</p> <p>viii) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified &amp; registered as Micro &amp; Small Enterprises based on documents mentioned in the NIT for MSME.</p> <p>ix) Supplier has to submit PBG &amp; Guarantee Certificate as per BHEL format.</p> <p>x) In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official.</p> <p>xi) Additional documents required for payment for services are as follows :</p> <p>(a) Copy of Service Tax Registration Certificate</p> <p>(b) Copies of challans for deposit of service tax alongwith certificate by the supplier / contractor that tax charged under the invoice has been remitted by the supplier / contractor to tax authorities</p> |
| 4.      | <p><b>INTEREST LIABILITY :</b></p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.      | <p><b>GUARANTEE :</b></p> <p>The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications &amp; approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier.</p> <p>Wherever Erection, Testing &amp; Commissioning at Site are also in the scope of the Supplier, the guarantee period shall be 18 months from the date of last delivery or</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|         | <p>12 months from the date of commissioning, whichever is later.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight &amp; Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.</p> <p>In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.</p> <p>Note :</p> <ul style="list-style-type: none"> <li>i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors &amp; Fuses will not be under Guarantee after commissioning.</li> <li>ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.</li> <li>iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.</li> </ul> |
| 6.      | <p><b>LATENT DEFECT :</b></p> <p>Liability for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to five years from the expiry of the guarantee period.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7.      | <p><b>PERFORMANCE BANK GUARANTEE (PBG) :</b></p> <p>Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :-</p> <p>Option "A"</p> <p>A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months.</p> <p>Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore.</p> <p>Option "B"</p> <p>PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|         | <p>Option "C"</p> <p>In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring "Bharat Heavy Electricals Limited" and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier.</p> <p>Note :</p> <ul style="list-style-type: none"> <li>i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.</li> <li>ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG.</li> <li>iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.</li> <li>iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO.</li> <li>v) In case of non-submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor.</li> <li>vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order.</li> <li>vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to <math>\pm 20\%</math>. Beyond this variation of <math>\pm 20\%</math>, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.</li> </ul> |
| 8.      | <p><b>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</b></p> <p>Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications.</p> <p>In case item(s) offered require any interface details of other item (not in the scope of supplier &amp; required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9.      | <p><b>FINAL DOCUMENTATION :</b></p> <p>Final documentation as called in the technical / contract specification is to be submitted within 3 months from the date of first delivery of respective equipment / item material. In case of default, the Performance BG is liable for encashment.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 10.     | <p><b>INSPECTION :</b></p> <p>BHEL / customer / third party shall inspect equipment / material before despatch.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|         | <p>Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL.</p> <p>Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days.</p> <p>Supplier to ensure submission of all routine / acceptance test reports, inspection reports and all other documents related to inspection, immediately to BHEL.</p> <p>BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 11.     | <p><b>DESPATCH DOCUMENTS :</b></p> <p>Despatch documents to be immediately sent to BHEL on despatch are as follows :-</p> <ul style="list-style-type: none"> <li>• Copy of Invoice</li> <li>• Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers</li> <li>• Copy of Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters</li> <li>• Copy of Guarantee Certificate</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 12.     | <p><b>DELIVERY PERIOD :</b></p> <p>Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL.</p> <p>Time required for type test, if applicable, is to be separately indicated.</p> <p>Note :</p> <p>LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13.     | <p><b>LIQUIDATED DAMAGES FOR DELAYED DELIVERY</b></p> <p>In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight &amp; insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes, duties, freight &amp; insurance as applicable) shall be deducted as Liquidated Damages (LD).</p> <p>However, in case of staggered (lot-wise) contractual delivery schedule, LD shall be 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight &amp; insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total ex-works Purchase Order value.</p> <p>Note :</p> <ol style="list-style-type: none"> <li>i) In case of any amendment / revision, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable.</li> <li>ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be treated as the date of dispatch for levying LD as above.</li> <li>iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official &amp; the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of</li> </ol> |

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|         | <p>material at site / destination by Site Official &amp; the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose.</p> <p>iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 14.     | <p><b>VALIDITY OF OFFER :</b></p> <p>The offer shall be valid for 120 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT). Prices of Spares, wherever they optional items, shall be valid till two years from the date of placement of PO.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 15.     | <p><b>ACCEPTANCE / REJECTION OF TENDER :</b></p> <p>BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof.</p> <p>BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid.</p> <p>BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.     | <p><b>DEVIATION :</b></p> <p>The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 17.     | <p><b>TENDER EVALUATION :</b></p> <p>Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the tender enquiry / NIT. Evaluation of offers shall be done on the basis of total cost to BHEL which shall include applicable taxes &amp; duties, freight &amp; insurance and other services etc. (if applicable). VAT benefit / input credit available to BHEL shall be deducted from prices quoted for calculation of total cost to BHEL, in case specified in the NIT.</p> <p>In case all bidders are foreign &amp; Port of Entry is same for all the bidders, evaluation of offers shall be done on CIF (Port of Entry) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site / destination to BHEL. However, in case of foreign bidders, marine freight &amp; insurance are to be quoted separately &amp; the purchase order shall be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later.</p> <p>In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.</p> |
| 18.     | <p><b>LOADING CRITERIA :</b></p> <p>List of permissible deviations &amp; loading criteria thereof are as follows :-</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|         | <p>a) Payment Terms<br/>Base rate of SBI (as applicable on the date of bid opening / techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT.</p> <p>b) Liquidated Damages (LD) for Delayed Delivery<br/>Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).</p> <p>c) In case of foreign bidders, if the quoted prices is on CIF basis only, it shall be loaded to arrive at total FOR (Site / Destination) price, as applicable, by factors as follows :-</p> <ul style="list-style-type: none"> <li>i) Port handling / clearing charges : @ 1% of CIF value to arrive at Customs Assessable Value.</li> <li>ii) Custom Duty (including CVD &amp; SAD) as per NIT prevailing on date of price bid opening.</li> <li>iii) Inland Freight &amp; Transit Insurance : @ 5% of CIF value where distance between site / destination and Port of Discharge is upto 1000 Kms or @ 7% of CIF value where distance between site / destination and Port of Discharge is more than 1000 Kms.</li> </ul> <p>Note :<br/>Additional deviations (if considered acceptable by BHEL) &amp; the loading criteria shall be communicated to all the qualified bidders before price bid opening.</p> |
| 19.     | <p><b>ARBITRATION :</b></p> <p>In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of "The Arbitration and Conciliation Act, 1996" and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi.</p> <p>Further there shall be no claim for any pre-reference or pendente-lite interest on the claims and any claim for such interest made shall be void.</p> <p>However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 20.     | <p><b>LEGAL SETTLEMENT :</b></p> <p>Indian Courts at New Delhi / 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. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 21.     | <p><b>SUB-CONTRACTING :</b></p> <p>In case further subcontracting of BHEL Purchase Order / Contract or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the Supplier / Contractor of the responsibility of fulfilling BHEL Purchase Order / Contract requirements. In case of subcontracting of Purchase Order / Contract awarded by BHEL or part thereof without such permission, BHEL reserve the right to cancel the Purchase Order / Contract and source such material / component / equipment / system from any other agency at the risk and cost of the Supplier / Contractor.</p> <p>If Supplier / Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless BHEL is satisfied that legal representative of individual Supplier / Contractor or proprietor of proprietary concern and surviving partners of partnership firm are</p>                                                                                                                                                                                                                                                                                                                     |

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|         | <p>capable of carrying out and completing the Purchase Order / Contract, BHEL shall be entitled to cancel the Purchase Order / Contract as to its incomplete portion and without being in any way liable to payment of any compensation to legal representative of Supplier / Contractor and / or to surviving partners of Supplier's / Contractor's firm on account of cancellation of the Purchase Order / Contract.</p> <p>Decision of BHEL that legal representatives of deceased Supplier / Contractor or surviving partners of the Supplier's / Contractor's firm cannot carry out and complete the Purchase Order / Contract shall be final and binding on the parties hereto.</p> <p>Terms and Conditions shall not get affected in case of de-merger / amalgamation / taking-over / re-constitution etc.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 22.     | <p><b>RISK PURCHASE :</b></p> <p>In case the Supplier / Contractor fails to supply or fails to comply with terms &amp; conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.</p> <p>Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 15% of the total ex-works value of new PO as overheads.</p> <p>The Supplier / Contractor shall on no account be entitled to any gain on such risk &amp; cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 15% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.</p> |
| 23.     | <p><b>ADJUSTMENT OF RECOVERY :</b></p> <p>Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 24.     | <p><b>FORCE MAJEURE CONDITION :</b></p> <p>If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible.</p> <p>If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is 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"), which are not in control of Supplier / Contractor</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|         | <p>or BHEL, then provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Purchase 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 Purchase Order / Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.</p> <p>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.</p> <p>Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.</p> |
| 25.     | <p><b>MANUFACTURING QUALITY PLAN (MQP) :</b><br/>Supplier to submit approved MQP in line with requirement of BHEL/customer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 26.     | <p><b>SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM :</b><br/>BHEL reserve the right for evaluation of Supplier Performance Rating as per Supplier Performance Monitoring and Rating System of BHEL for necessary action. Details are available at BHEL Website <a href="http://www.bhel.com">www.bhel.com</a> for reference.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 27.     | <p><b>DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL :</b><br/>Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> for reference.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 28.     | <p><b>ORDER OF PRECEDENCE :</b><br/>The order of precedence shall be as follows :-<br/>a) Special Terms &amp; Conditions (STC) for Tender Enquiry / Contract, if any<br/>b) General Terms &amp; Conditions (GTC) for Tender Enquiry / Contract &amp; Additional General Terms &amp; Conditions (GTC) for Tender Enquiry / Contract for Erection Testing &amp; Commissioning (ETC) at Site, if applicable<br/>Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 29.     | <p><b>PACKING :</b><br/>Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.<br/>In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards.<br/>Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&amp;M spares) are to be packed separately.<br/>Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :-<br/>a) Case / Packing size (as applicable).<br/>b) Gross weight and net weight of each package.<br/>c) Detailed contents of the package with quantity of each item separately.</p> <p>Project, Item / Package Description, BHEL's PO No. with date &amp; Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed &amp; should include respective Invoice No. &amp; LR No.</p> <p>Note :</p>                                                                                                                |

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|         | <p>Foreign suppliers to furnish details to arrange inland transportation by BHEL, if applicable, as follows :-</p> <ul style="list-style-type: none"> <li>i) No. of Packages</li> <li>ii) Size with Weight (Gross &amp; Net) of each Package</li> <li>iii) No. of Containers with type &amp; size required for inland transportation</li> <li>iv) Type of Cargo (Break Bulk / LCL / FCL)</li> <li>v) Customs Tariff No.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 30.     | <p><b>COLOUR CODING :</b></p> <p>Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc.</p> <p>Tags should be of the colour as follows :-</p> <ul style="list-style-type: none"> <li>a) Main equipment : Yellow or White tag</li> <li>b) Start-up / Commissioning spares : Blue tag</li> <li>c) Mandatory spares : Pink or Red tag</li> <li>d) Recommended / O&amp;M spares : Green tag</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 31.     | <p><b>MICRO, SMALL &amp; MEDIUM ENTERPRISES (MSME) :</b></p> <p>MSMED Act 2006 as amended from time to time &amp; extant regulations of Govt. of India for MSME will be applicable.</p> <p>Micro &amp; Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (EM-II certificate) having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or arrested (in original) by a Gazetted officer.</p> <p>Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small &amp; Medium Enterprises should also be furnished.</p> |
| 32.     | <p><b>BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS :</b></p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/supplier/contractor as per extant "Guidelines for Suspension of Business Dealings with Suppliers/Contractors". Abridged version of same is available at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) on "Supplier Registration" Page.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 33.     | <p><b>REVERSE AUCTION :</b></p> <p>BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder or price bid submitted by the bidder through e-procurement system. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|         | <p>the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.</p> <p>General Terms and Conditions of RA are available at Annexure. Business Rules for RA shall be sent to the bidders before conducting RA.</p> <p>Abridged Version of "Common Guidelines for Conducting Reverse Auction" may also be seen at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) on "Supplier Registration" Page &amp; "Tender Notifications" Page.</p>                                                                                                                                                                                                                                                      |
| 34.     | <p><b>INTEGRITY PACT :</b></p> <p>Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 35.     | <p><b>TERMINATION OF CONTRACT :</b></p> <p>BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL.</p> <p>BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's / Contractor' compensation claim shall be settled mutually.</p> <p>In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing &amp; Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.</p>                                                                                              |
| 36.     | <p><b>SHELF LIFE :</b></p> <p>Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 37.     | <p><b>LIMITATION OF LIABILITY :</b></p> <p>Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts,</p> <p>a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and</p> <p>b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.</p> |
| 38.     | <p><b>SHORTAGES / DAMAGES :</b></p> <p>a) Against Supply only or Supply where Supervision of Erection, Testing &amp; Commissioning (ETC) at Site or Supply where Testing &amp; Commissioning at Site is in scope of the supplier :</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Sr. No. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | <p>Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier.</p> <p>b) Against Supply where Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier :</p> <p>Any shortages and / or damages in supplies and during handling / storage, erection, testing and commissioning at site shall be supplied / replenished free of cost by the Supplier / Contractor, as early as possible, to meet the contractual completion time / schedule.</p> <p>Note : There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 39.     | <p><b>VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :</b></p> <p>BHEL shall have the right to variation in quantities of items within <math>\pm 30\%</math> of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on "Lumpsum" basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 40.     | <p><b>STATUTORY VARIATION :</b></p> <p>Statutory Variations in Excise Duty on self-manufactured items, Service Tax on services directly rendered by Supplier / Contractor and Sales Tax / Central Sales Tax / Value Added Tax only on the rates prevailing at the time of delivery / completion w.r.t. rates on the date of offer will be to the account of the BHEL if quoted separately in the prices. 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 BHEL.</p> <p>Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase 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 Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in taxes / duties. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion.</p> <p>If new tax is introduced by Central/State Govt/Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract and new tax is neither in substitution nor in abolition of any of present taxes but is altogether a new tax, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities.</p> <p>However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.</p> |
| 41.     | <p><b>MODE OF PAYMENT :</b></p> <p>Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 42.     | <p><b>CONFIDENTIALITY :</b></p> <p>Supplier / Contractor shall, at all times, undertake to maintain complete</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

| Sr. No. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | confidentiality of all data, information, software, drawings & documents etc. belonging to BHEL and also of systems, procedures, reports, input documents, manuals, results and any other BHEL documents discussed and / or finalized during the course of execution of Purchase Order / Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 43.     | <b>INDEMNIFICATION :</b><br>The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs and expenses and any other claim of whatsoever nature in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 44.     | <b>TITLE OF GOODS :</b><br>a) Ownership of the equipment / material procured in India, shall be transferred to BHEL upon loading on to the mode of transport to be used for transportation of the said equipment / material from the works to the site / destination and upon endorsement of the dispatch documents in favour of BHEL.<br>b) Ownership of the equipment / material to be imported into the country where the site is located, if not procured in India, shall be transferred to BHEL upon loading on the mode of transport to be used for transportation of the equipment / material from the country of origin to that country / destination and upon endorsement of despatch document in favour of BHEL.<br>c) Notwithstanding the transfer of ownership of the equipment / material, the responsibility for care and safe custody thereof together with the risk of loss or damage thereto for whatsoever reason shall remain with the Supplier. |
| 45.     | <b>COMPLIANCE OF STATUTORY REQUIREMENTS :</b><br>The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Purchase Order / Contract and having in force and applicable to the Purchase Order / Contract and nothing shall be done by the Supplier / Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof.<br>The Supplier / Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Purchase Order / Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Supplier / Contractor either from moneys due to him or otherwise as deemed fit.                                                            |
| 46.     | <b>ACCEPTANCE OF ORDER :</b><br>Supplier should acknowledge and accept the Letter of Award / Purchase Order issued by BHEL within 7 days of the issue of Letter of Award / Purchase Order.<br>In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms & conditions, scope of work, rates / prices for placement of PO / award of contract shall be applicable and BHEL reserves the right to issue amendment(s) to PO / Contract for correction of discrepancies / typographical errors in the PO / Contract at a later date.                                                                                                                                                                                                                                                                                                                                                                                      |
| 47.     | <b>FRAUD PREVENTION POLICY :</b><br>The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

Signature of Bidder (Authorized Signatory) with Date & Seal

PROJECT :- PGCIL RAIGARH- CHATTISGARH & PUGALUR-TAMILNADU  
ITEM:- LATTICE STRUCTURE

Enquiry No 256E255  
Date:- 22/12/2016

SCHEDULE OF PRICE

| SL. NO. | DESCRIPTION OF ITEM<br>(As per Tech Spec. TB-xxx-618-002 Rev 05)                      | UNIT | QUANTITY | UNIT PRICE<br>EX. WORKS<br>(Rs.) | TOTAL<br>EX. WORKS<br>(Rs.) | UNIT FREIGHT &<br>INSURANCE<br>UP TO SITE (Rs.) | TOTAL<br>FREIGHT &<br>INSURANCE<br>UP TO SITE<br>(Rs.) | ED -Exempted             | CST/VAT/ST<br>@ .....% OF COL 6 (Rs.)<br>AGAINST FORM "C" | F.O.R.<br>DESTINATION<br>PRICE (Rs.)<br>COL (6+8+10) |
|---------|---------------------------------------------------------------------------------------|------|----------|----------------------------------|-----------------------------|-------------------------------------------------|--------------------------------------------------------|--------------------------|-----------------------------------------------------------|------------------------------------------------------|
| 1       | 2                                                                                     | 3    | 4        | 5                                | 6                           | 7                                               | 8                                                      | 9                        | 10                                                        | 11                                                   |
| A       | LATTICE STRUCTURE (MILD STEEL, GALVANIZING COATING -610 GM/SQM )- FOR<br>RAIGARH HVDC | MT   | 1120     |                                  |                             |                                                 |                                                        | EXEMPTED<br>AGAINST EDEC |                                                           |                                                      |
| B       | LATTICE STRUCTURE (MILD STEEL, GALVANIZING COATING -610 GM/SQM )- FOR<br>PUGALUR HVDC | MT   | 2240     |                                  |                             |                                                 |                                                        |                          |                                                           |                                                      |
| C       | TOTAL COST TO BHEL (TOTAL EX-WORKS + TOTAL CST/VAT + TOTAL F & I )                    |      |          |                                  |                             |                                                 |                                                        |                          |                                                           |                                                      |

NOTE:

1. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (I.e. WITH ALL PRICES BLANKED) SHALL BE FURNISHED ALONG WITH TECHNO-COMMERCIAL BID.
2. REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.
3. THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.
4. SALES TAX RATE AS APPLICABLE FOR SPECIFIED DESTINATION SHALL BE QUOTED. IN CASE OF CST, RATE AGAINST "C" FORM SHALL BE QUOTED.
5. IN CASE OF VARIED ED SLAB RATES, CONFIRM YOUR OPTION FOR "X" OR "Y". (STRIKE OFF WHICH IS NOT APPLICABLE)  
IF NO OPTION IS MENTIONED "X" SHALL BE TAKEN.

6. THE VENDORS MUST INDICATE THE APPLICABLE TARIFF NOS. UNDER WHICH ED AND / OR CST WOULD BE PAID BY THEM TO THE TAX AUTHORITIES.
7. IF A VENDOR SUBMITS AN OFFER WITH REDUCED ED AND OR CST APPLICABLE THAN NORMALLY PAID ON SUCH ITEMS, THEY SHOULD SUBMIT NECESSARY DOCUMENTARY PROOF FOR THE SAME.  
"X" THE MAXIMUM ED SLAB RATE BE CONSIDERED FOR PRICE COMPARISON. IN THE EVENT OF ORDER ED AT ACTUAL BE PAID.  
"Y" THE QUOTED ED RATE BE CONSIDERED FOR PRICE COMPARISON. IN THE EVENT OF ORDER ED AT ACTUAL RATE LIMITED TO QUOTED RATE BE PAID.

SIGNATURE & SEAL OF TENDERER

**UNDERTAKING by Sub –Vendors/Sub contractors related to HVDC-RP 800**

**(± 800kV, 6000MW HVDC Multi Terminal System Package associated with HVDC Bipole link between Western region (Raigarh, Chattisgarh) and Southern region (Pugalur, Tamil Nadu))**

**a) Bribery and Corruption:**-- We represent and warrant that we will not directly or indirectly make any payment, gift or other commitment to BHEL, to government officials or to agents, directors and employees of BHEL, ABB, POWERGRID or any other party associated with this project in a manner contrary to applicable laws and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

**b) Confidentiality:**-- We undertake to keep confidential all written and verbal information received from BHEL /POWERGRID in connection with this project. Further, we undertake that the written and verbal information (data, drawings etc) received from BHEL in connection to this project shall not be used for any purpose other than for the purpose of supply or services for this project for which it is intended.

The above undertaking does not however apply to the information which -

- through no fault of receiving Party, is or comes in public domain through publication or otherwise, or
- the receiving Party can establish that the information was in its possession, without any restrictions to its disclosure, at the time of its receipt.
- is subsequently lawfully acquired by the receiving Party independent of this project
- receiving Party is required to disclose to comply with applicable law, rule, regulation or court order or other Compulsory process of a court or other government body.

We understand that in the events of non-compliance of above clauses (a) and (b). M/s BHEL reserves the right in respect of this Purchase Order / Contract Agreement to terminate the same after due notice and forfeit Security Deposit and recover the loss, damages, cost of expenses incurred in getting the balance work/balance supply done through other agencies in addition to liability for liquidated damages .

**Place**

**(Authorized Signatory of Supplier with Seal & Date)**



**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION PROJECTS ENGINEERING MANAGEMENT**  
**NEW DELHI**

|                                                                                        |                         |         |          |         |      |
|----------------------------------------------------------------------------------------|-------------------------|---------|----------|---------|------|
| DOCUMENT No.                                                                           | TB xxx 618 002          | Rev 05  | Prepared | Checked | Appd |
| TYPE OF DOC.                                                                           | TECHNICAL SPECIFICATION | NAME    | BVG      | PLK     | RMS  |
| TITLE<br><br><b>SPECIFICATION FOR GALVANISED STEEL STRUCTURES (LATTICE &amp; PIPE)</b> |                         | SIGN    | -SD-     | -SD-    | -SD- |
|                                                                                        |                         | DATE    |          |         |      |
|                                                                                        |                         | GROUP   | TBEM     |         |      |
|                                                                                        |                         | W.O. No |          |         |      |

|                     |  |
|---------------------|--|
| CUSTOMER/CONSULTANT |  |
|---------------------|--|

|         |  |
|---------|--|
| PROJECT |  |
|---------|--|

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|              |          |         |         |          |                  |
|--------------|----------|---------|---------|----------|------------------|
| 05           | 05.12.16 | BVG     | PLK     | NSR      | General Revision |
| 04           | 16.02.15 | AA      | PLK     | NSR      | General Revision |
| Rev          | Date     | Altered | Checked | Approved |                  |
| Distribution |          |         |         | To       |                  |
|              |          |         |         | Copies   |                  |

## **SECTION - 1**

### **SCOPE, SPECIFIC TECHNICAL REQUIREMENTS & QUANTITIES**

#### **1.1 SCOPE**

The scope of this specification is to specify all details required by a supplier for fabrication, galvanising, inspection, supply of galvanized steel structures up to 765kV class, preparation of detailed fabrication drawings (structure assembly drawings), proto assembly etc. for projects being executed by BHEL on turnkey basis for NTPC, PGCIL, SEBs and other Customers.

The detailed scope of work is preparation, submission and approval of detailed fabrication drawings (structure assembly drawings), fabrication, galvanizing and supply of all towers, beams, lighting/lightning masts, platform structures made of channels, beams, angles, etc., equipment supporting structures (lattice & pipe type), platform ladders, gratings/grills, base plates, stiffener plates, fixtures for supporting and operating mechanism boxes, control cabinets and other such items required to complete the job excluding all fixtures, such as nuts, bolts, step bolts and washers. However, detailed and accurate bill of quantities for nuts, bolts, step bolts and washers shall be given by the supplier in the drawings submitted by him. The detailed structure assembly drawing shall be prepared based on input/line sketches provided by BHEL (**For lattice structures fabrication drawings shall be provided by BHEL**) after award of work. However, in certain cases drawings for lattice structures are required to be prepared by bidder based on PDF/hard copies of structure drawings provided by BHEL. Submission of 1 set of shop drawings in Auto Cad format for reference is also in the scope.

#### **1.2 SPECIFIC TECHNICAL REQUIREMENTS**

The specific technical requirements shall be as per Standard Technical Specification (Refer Section 2).

#### **1.3 QUANTITIES**

The quantities indicated are tentative & it may change to the order of +/- 30% during detailed engineering at contract stage.

| <b>S.No.</b> | <b>Description</b>                                                                                                                                                                                                                                                                                         | <b>Quantity in MT</b> |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1            | Supply of <b>lattice type galvanized Steel structures</b> including all material, labour, fabrication, galvanization, inspection, preparation of shop drawings based on fabrication drawings provided by BHEL, proto assembly, submission of proto corrected drawings/BOMs etc. (Zinc coating 610 gms/sqm) |                       |
| 1 a.         | Mild Steel                                                                                                                                                                                                                                                                                                 |                       |
| 1 b.         | High Tensile Steel                                                                                                                                                                                                                                                                                         |                       |
| 2            | Supply of <b>pipe type galvanized Steel structures</b> including all material, labour, fabrication, galvanization, inspection, preparation of fabrication drawings based on inputs provided by BHEL, preparation of shop drawings based on approved                                                        |                       |

**GI STRUCTURES**

|      |                                                                                                                   |  |
|------|-------------------------------------------------------------------------------------------------------------------|--|
|      | fabrication drawings, proto assembly, submission of proto corrected drawings/BOMs etc. (Zinc coating 610 gms/sqm) |  |
| 2 a. | Mild Steel                                                                                                        |  |
| 2 b. | High Tensile Steel                                                                                                |  |
| 3    | Add extra on above for providing additional zinc coating of 100gms/sqm each or part thereof.                      |  |

## **SECTION - 2**

### **2.0 GENERAL**

This section covers the standard technical specification for GI Structures.

### **2.1 STEEL MATERIAL**

Steel materials shall conform to IS: 2062-latest revision (Hot rolled Medium and High Tensile structural steel) with **Yield Stress E250 for mild steel and Yield Stress E350 for High Tensile steel** and all other relevant IS codes.

For tubular type equipment support structures, ERW pipes conforming to IS: 1161-latest revision shall be used.

#### **STRUCTURAL STEEL SECTIONS:**

For designing/supply of structures, preferably rationalized steel sections have been used. However during execution of the project, if any particular section is not available, the same shall be substituted by higher section. Any cost on account of the same shall be borne by the Supplier.

The design approval for such substitution shall be obtained from the Owner before any substitution and records of such substitutions shall be maintained by the Supplier.

Steel shall not be pitted and should be free from scales and rust. If the rolled section and plates are bent or distorted, bend or distortion shall normally be removed by the cold treatment. Straightening under hot stage shall be resorted to only under specific permission from BHEL. If any rolling defects viz., laminations, cracks etc. are discovered in the steel during the processing, it is to be rejected.

#### **TOLERANCE:**

The dimensional and weight tolerances for rolled shapes shall be in accordance with IS: 1852-latest revision.

No rolled or fabricated member shall deviate from straightness by more than 1/1000 of the axial length or 10mm whichever is smaller.

### **2.2 FABRICATION**

#### **GENERAL:**

All the workmanship and finish shall be of the best quality and shall conform to the best approved method of fabrication. All materials shall be finished straight and shall be machined true and square where so specified. All holes and edges shall be free of burrs. Shearing and chipping shall be neatly and accurately done and all portions of work exposed to view shall be neatly finished. Material at the shops shall be kept clean and protected from weather.

The fabrication of galvanized steel structures shall be carried out generally in accordance with IS:802 part. II, IS:800. All materials shall be completely shop fabricated. Normally, butt splices shall be used. The components constituting the joint shall have a total strength greater than the heavier of the members connected. Lap splices may be used for connecting members of unequal sizes. The inside angle of lap splice shall be grounded at the heel to fit the fillet of the outside angle. The splices shall develop full strength of the members connected through bolts. Butt as well as lap splices shall be made as close to the main panel points as possible.

Joints shall be so designed and detailed as to avoid eccentricity as far as possible. However, where joints are such that the elimination of gusset plates would result into eccentric joints, gusset plates and spacer plates may be used in conformity with modern practices. The thickness of gusset plates shall not be less than 6mm. Where a gusset plate is required to transmit stress; its thickness shall not be less than the thickness of the thickest plate plus 2mm.

The use of filler in the connections shall be avoided as far as possible. The diagonal members in tension may be connected entirely to the gusset plate where necessary to avoid the use of fillers. Each diagonal shall be in one piece without splices or center gussets, and it shall be connected at the point of intersection by one or more bolts.

The gap between the ends of two connected members in butt joints shall not be more than 6 mm and less than 4mm.

The switchyard structure members shall be accurately fabricated to bolt together easily at site without any undue strain on them or the bolts.

Drain holes shall be provided at all points where pockets or depressions are likely to hold water.

Pipe supports shall be fabricated from single un-jointed pipe and no welded joint shall be allowed along the length of the structure.

#### **STRAIGHTENING:**

For rolled steel material, if straightening or flattening is necessary, it shall be done by methods that will not injure the materials.

#### **CUTTING:**

Cutting may be affected by chopping, cropping, sawing or machine flame cutting. Sheared or cropped edges shall be dressed to a neat workmanlike finish and shall be free from distortion and burrs.

#### **PUNCHING AND DRILLING:**

Holes in members may be punched full size through material not over 12mm thick. Holes must be cleaned of burrs and ragged edges. Drilled holes shall be preferred. Holes made by drilling shall also be cleaned of burrs and ragged

edges. Where several parts are to be drilled, they shall be first assembled, tightly clamped together and drilled through.

Punched holes must be square with plates and the walls of the holes shall be parallel. The following maximum allowance in accuracy of punched holes is permissible:

- i) Holes must be perfectly circular and no tolerance in this respect is permissible.
- ii) The maximum allowable difference in diameter of the holes on the two sides of plates or angle is 0.8 mm, i.e. the allowable taper in punched holes should not exceed 0.8 mm in diameter.
- iii) Holes must be square with the plates. Holes at angle or slant shall not be permitted.

The minimum spacing of bolts and edge distances shall be as given below:

| Bolt<br>Diameter | Minimum<br>Bolt<br>Spacing | Minimum edge distance                    |                                              |
|------------------|----------------------------|------------------------------------------|----------------------------------------------|
|                  |                            | Hole center<br>To rolled<br>Edge<br>(mm) | Hole center<br>to cut/ flame<br>edge<br>(mm) |
| (mm)             | (mm)                       |                                          |                                              |
| 16               | 40                         | 20                                       | 23                                           |

#### WELDING:

The work shall be done as per approved fabrication drawings, qualified welding procedure specifications (WPS) and by qualified welders. Procedure qualification records (PQR) shall be maintained. Electrodes for shielded arc manual welds shall comply with the requirements of IS:814 – latest revision. All welds shall be free from defects like blow holes, slag inclusions, lack of penetration, under cutting, cracks etc. All welds shall be cleaned of all slag or flux before galvanizing.

#### MARKING OF MEMBERS FOR IDENTIFICATION.

All members shall be marked for identification during erection. This mark shall correspond to distinguishing marks on approved erection drawings and shall be legibly painted and stamped on. The erection mark shall be stamped with a metal dye with figures at least 16 mm high and to such optimum depth as to be clearly visible, even after a member is galvanized. All erection marks shall be on outer surface of all sections and near one end, but clear of bolt holes. Marking shall be so stamped that they are easily discernible when sorting out members. The stamped marking shall be encircled boldly by a distinguishable paint to facilitate easy location.

Erection marks on like pieces shall be in identical locations. Members having lengths of 3.0 M or more shall have the erection mark at both ends.

#### PROTOTYPE ASSEMBLY:

Towers, beams, equipment structures, etc. shall be trial assembled at shop before galvanizing i.e. prototype assembly keeping in view the actual site condition prior to dispatch to erection site. The prototype assembly of each structure shall be got approved from BHEL/Customer as directed. Necessary match marks shall be made on each components before dismantling the prototype assembly and galvanizing. Any error shall be rectified at the expense of the contractor.

No extra charge on account of erecting the assemblies or getting them inspected will be permissible. It is however to be mentioned that the responsibility for proper fitting of various members for the erection of the structure in the field will rest with the supplier and any discrepancy found at the time of erection will have to be rectified by the contractor at his cost.

### **2.3 GALVANISING:**

All structural steel works and single pipe supports shall be hot dip galvanized after fabrication. Galvanizing of each member shall be carried out in one complete immersion and double dipping shall not be permitted.

Zinc required for galvanizing will have to be arranged for by the Contractor. Purity of zinc to be used for galvanizing shall be 99.5% as per IS:209-latest revision.

All burrs and irregular edges shall be ground smooth before galvanizing.

After all shop work is complete, all structural materials shall be punched with the Erection Mark and be hot dip galvanized. Before galvanizing the steel section shall thoroughly be cleaned of any paint, grease, rust, scale, acid/alkali or such other foreign matters as are likely to interfere with the galvanizing process or with the quality and durability of the zinc coating. Pickling shall be carefully done and shall be proper.

Minimum weight of zinc coating shall be 610gms/sqm. However, higher coating may be provided as per requirement.

The galvanized surface shall consist of a continuous and uniformly thick coating of zinc, firmly adhering to the surface of steel. The finished surface shall be clean and smooth and shall be free from defects like discolored patches, bare spots, unevenness of coating, spelter which is loosely attached to the steel, globules, spiky deposits, blistered surface flaking or peeling off, etc. The presence of any of these defects noticed on visual or microscopic inspection shall render the material liable to rejection.

There shall be no flaking or loosening when struck squarely with a chisel faced hammer. The galvanized steel member shall withstand minimum four one minute dips in copper sulphate solution as per IS: 2633 – latest revision.

When the steel section is removed from the galvanizing kettle excess spelter shall be removed by 'bumping'. The processes known as 'wiping' or 'scrapping' shall not be used for this purpose.

Defects in certain members indicating presence of impurities in the galvanizing bath in quantities larger than that permitted by the specification, or lack of quality control in any manner in the galvanizing plant shall render the entire production in the relevant shift liable to rejection.

All the galvanized structural steel members and accessories shall be treated with sodium dichromate or an approved equivalent solution after galvanizing, so as to prevent white storage stains.

If the galvanizing of any member is damaged, BHEL shall be shown of the extent of damage and if so directed the galvanizing may have to be redone in the similar manner as stated above at no extra cost.

Contractor shall also furnish sufficient quantity of appropriate paint, free of cost, for repairing galvanized surfaces damaged in transit, and minor modifications done at site during erection.

Galvanizing tests shall be made from time to time on as many samples as may be considered necessary. The supplier shall supply all samples and equipment and carry out the tests without any extra cost.

## **2.4 INSPECTION OF MATERIALS**

### **GENERAL:**

Contractor shall give notice to BHEL in advance for inspection of materials. All rejected material shall be promptly removed from the shop and replaced with new material for BHEL approval/ inspection. The fact that certain material has been accepted at Contractor's shop shall not invalidate final rejection at site by BHEL if it fails to be in proper condition or has fabrication inaccuracies which prevents proper assembly. No materials shall be painted, galvanized or dispatched to site without the inspection and approval by BHEL unless such inspection is waived off in writing by BHEL.

Shop inspection by BHEL, for submission of test certificates and acceptance there of by BHEL shall not relieve contractor from the responsibility of furnishing material conforming to the requirements of these specifications, nor shall it invalidate any claim which BHEL may make because of defective or unsatisfactory material and workmanship.

Contractor shall provide all the testing and inspection services and facilities for shop work. For fabrication work carried out in the field the standard of supervision and quality control shall be maintained as in shop fabricated work. The inspection and testing shall be conducted in a manner satisfactory to BHEL.

The inspection and tests shall be as given below and the minimum requirement shall be as per quality plan attached. The final Quality plan shall be decided between Supplier, BHEL and Customer/ Owner.

### **MATERIAL TESTING**

If mill test reports are not available for any steel materials the same shall be got tested by the contractor and demonstrate conformity with the relevant specification to the full satisfaction of BHEL. The cost of such tests shall be borne by the contractor.

#### **DIMENSIONS AND WORKMANSHIP:**

The Structural Steel members shall be inspected at all stages of fabrication and assembly to verify that dimensions, tolerances, alignment and surface finish, are in accordance with the requirements shown in Contractor's approved shop drawings.

#### **INSPECTION OF TEST FAILURE:**

In the event of any failure of structural steel members to meet an inspection or test requirement, contractor shall inform BHEL and must obtain permission from the BHEL before repair is undertaken. The quality control procedures to be allowed to ensure satisfactory repair shall be subject to approval by BHEL.

### **2.5 PACKING TRANSPORTATION AND DELIVERY**

After completion of final inspection and marking, the fabricated galvanized structural items shall be packed and loaded for transportation.

Packing must be adequate to protect items against bending and any mechanical injuries and damage to galvanized film during loading and unloading. As far as possible, like member should be bundled together and tied.

Proper lifting devices shall be used for loading at shop and unloading at site in order to protect items against bending, mechanical injuries and damage to galvanized film.

Loading, transporting and unloading shall be done in compliance with transportation rules.

Slender and projected parts shall be braced properly with additional spacer steel bars, spacer wood etc, before loading for transportation, to protect against bending or any other damages during transportation.

If certain parts cannot be transported in the lengths stipulated in the design drawing, the position and type of additional splice joints shall be got approved from BHEL.

Items must be carefully loaded and tied up properly to prevent bending, falling etc. during transportation.

The small parts such as plates, gussets, cleats etc. shall be securely tied with the wire, and packed in double gunny bags and cased as per the actual requirements..

As far as possible the delivery of fabricated galvanized structural steel shall be as per the order stipulated by BHEL and to suit the erection sequence.

Contractor shall make good/ replace at his own cost any damage occurred during loading, transporting, unloading and stacking of fabricated galvanized steel structures as directed by BHEL. No extra payment on this account shall be entertained under any circumstances.

## **2.6 APPLICABLE STANDARDS**

All applicable standards, codes of practice etc., shall be latest edition including official amendments and revisions. List of some of the applicable standards, in original codes and references is as given below

- |     |                                                             |                                                                                         |
|-----|-------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1.  | IS : 209                                                    | - Zinc Ingot.                                                                           |
| 2.  | IS : 228                                                    | - Method of chemical analysis of pig iron, cast iron, plain carbon and low alloy steel. |
| 3.  | IS : 406                                                    | - Methods of analysis of zinc (Spelter).                                                |
| 4.  | IS : 800                                                    | - Code of practice for general construction.                                            |
| 5.  | IS : 802 - Part 1<br>- Part 1/Sec.2<br>- Part 2<br>- Part 3 | - Code of Practice for use of structural in over head Transmission line towers.         |
| 6.  | IS : 806                                                    | - Code of practice for use of steel tubes in general building construction.             |
| 7.  | IS : 808                                                    | - Dimensions for hot rolled steel beam, column, channel and angle sections.             |
| 8.  | IS : 814                                                    | - Covered electrodes for manual metal arc welding of carbon and carbon manganese steel. |
| 9.  | IS : 816                                                    | - Code of Practice for use of metal arc welding for general construction in mild steel. |
| 10. | IS : 817                                                    | - Code of practice for training & testing of Metal Arc welders.                         |
| 11. | IS : 1161                                                   | - Steel tubes for structural purposes.                                                  |
| 12. | IS : 1599                                                   | - Method of bend test                                                                   |

- |     |           |                                                                                            |
|-----|-----------|--------------------------------------------------------------------------------------------|
| 13. | IS : 1608 | - Method of tensile testing of steel products.                                             |
| 14. | IS : 1852 | - Rolling and cutting tolerances for hot rolled steel products.                            |
| 15. | IS : 1978 | - Line pipe                                                                                |
| 16. | IS : 2062 | - Steel for general structural purposes.                                                   |
| 17. | IS : 2074 | - Ready Mixed Paint, air drying red oxide zinc, chrome, priming.                           |
| 18. | IS : 2629 | - Recommended practice for hot dipped galvanising on Iron & Steel.                         |
| 19  | IS : 2633 | - Methods for testing uniformity of coating on zinc coated articles.                       |
| 20. | IS : 3502 | - Steel chequered plates.                                                                  |
| 21. | IS : 4759 | - Hot dip zinc coating on structural steel and other allied products.                      |
| 22. | IS : 6745 | - Method for determination of mass of zinc coating on zinc coated iron and steel articles. |

## **SECTION - 3**

### **PROJECT DETAILS AND GENERAL SPECIFICATIONS**

#### **3.0 GENERAL**

This section stipulates the General Technical Requirements under the contract and will form an integral part of the Technical Specification.

The provisions under this section are intended to supplement general requirements for the materials, equipment and services covered under other sections and is not exclusive. However in case of conflict between the requirements specified in this section and requirements specified under other sections, the requirements specified under respective sections shall hold good.

#### **3.1 QUALIFYING REQUIREMENT**

The contractor shall have adequate galvanizing facilities to galvanize the longest single steel member of 6.5m length in one dip.

All structural assembly drawings shall be prepared in Auto Cad (2004 or better).

#### **3.2 SITE INFORMATION**

| SL.NO. | DESCRIPTION                                                                               |  |
|--------|-------------------------------------------------------------------------------------------|--|
| 3.2.1  | <b>PROJECT INFORMATION</b>                                                                |  |
|        | a) Customer                                                                               |  |
|        | b) Project                                                                                |  |
|        | c) Project location                                                                       |  |
|        | d) Transport facilities<br>Nearest Railway Station/Gauge<br>Distance from Railway Station |  |
|        | e) Access roads                                                                           |  |

#### **3.3 STANDARDS**

All materials shall comply in all respect with the requirement of the latest edition of the relevant codes as listed in Section2.

#### **3.4 UNIT**

Metric (System International) units of measurements shall be used in all drawings.

#### **3.5 DRAWINGS, BILL OF MATERIALS AND CDs**

At each stage following set of fabrication drawings/Bill of materials shall be submitted.

- |     |                      |          |
|-----|----------------------|----------|
| i)  | Fabrication Drawings | : 4 sets |
| ii) | Bill of Materials    | : 4 sets |

After final approval of proto –type assembly of structures, the drawings shall be updated as per proto and marked “PROTO CORRECTED”. The following sets of

fabrication drawings/shop drawings/bill of materials/CDs shall be submitted for distribution:

- |      |                                 |          |
|------|---------------------------------|----------|
| i)   | Fabrication Drawings (Auto Cad) | : 4 set  |
| ii)  | Shop Drawings (Auto Cad)        | : 1 set  |
| ii)  | Bill Of Materials               | : 4 set  |
| iii) | CDs containing i, ii, iii above | : 2 sets |

### **3.6 CATEGORIES OF APPROVAL**

CATEGORY I            This means that the documents/drawings is approved.

CATEGORY II           This means that the document/drawing is approved with comments i.e, some corrections are required but the contractor can go ahead with the manufacture after incorporating comments.

CATEGORY III           This means that the document/drawing is not approved i.e major revisions are required and the contractor can not proceed with the manufacture.

### **3.7 ERRORS**

Any error in fabrication work preventing proper assembly and fitting up of parts in the field shall be classified as defective workmanship. All changes incurred by BHEL either directly or indirectly because of this shall be deducted from the amount due to the contractor.

### **3.8 PURCHASE ORDER NUMBER**

The P.O No. shall be mentioned on all documents and drawings.

## **SECTION – 5**

### **MANUFACTURING QUALITY PLAN**

- 5.1** The minimum inspection and test requirements for lattice & pipe type structures shall be as per attached quality plans.

## **SECTION-6**

### **CHECK LIST FOR INFORMATION TO BE FURNISHED WITH OFFER RETURN THIS CHECKLIST AS PART OF THE OFFER DULY SIGNED**

The offer may not be considered if the following information and this Checklist are not enclosed with the Offer.

**BHEL ENQUIRY. NO:**

**BIDDER:OFFER REFERENCE:**

**6.1 Deviations**

Tick

YES

NO

If yes,

| S.No. | Deviation | Clause No. |
|-------|-----------|------------|
| 1     |           |            |
| 2     |           |            |
| 3     |           |            |
| 4     |           |            |

(Signature & Seal of Bidder)

1. For any technical clarification, pls contact Shri B.V.Gautam, Sr. Manager (TBEM); Contact No. 0120 6748550; e-mail: [gautambv@bhel.in](mailto:gautambv@bhel.in)
- 2.
3. The tenders are invited and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>.
4. Proposed delivery plan: **24.03.2017**. However, vendor has to quote their best possible delivery plan in activity schedule in activity schedule to meet the tender delivery requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).
5. In case VAT is applicable, then Vendor has to give VAT invoice (irrespective of VAT benefit available or not)
6. VAT charged, if any shall be included in arriving at total cost to BHEL.
7. Permissible Technical Deviations: No permissible Technical Deviation has been envisaged.
8. The prices shall be on ADB Funded basis. Excise Duty: Exempted against EDEC.
9. Custom Duty: No benefit available.
10. **Clause No. 33 for Reverse Auction of NIT shall be as follows:**

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

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

*The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.*

***The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.***

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

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

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

**11. Technical Pre- Qualification Criteria:**

The vendor should have successfully fabricated, PROTO tested and supplied the lattice structure of towers, beams & equipment support structures for switchyard or transmission line of 220 kV rating or above voltage class to any public sector enterprises or state government utility or multinational company. To be eligible, the following documentary evidence is to be submitted by the vendor:

- i) Bidder should have PGCIL approved valid MQP as on date of **Technical Bid opening**. Bidder has to submit valid MQP along with POWER GRID approval letter with the offer.
- ii) Bidder must be a PGCIL approved supplier **as on date of Technical Bid opening** for 400 kV class and above under category of Substation Structure- LATTICE Type. Bidder has to submit documentary proof for the same with the offer.
- iii) Bidder should follow Technical specification.

The offers of such vendors who are not meeting above criteria shall be liable for rejection.

**12. IMPORTANT INSTRUCTION:** Final acceptance of technical qualified vendor for placement of order is subject to POWERGRID approval.

13. Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected.

14. Clause No. – 7 - If no option is specified, by default option – B shall be considered for confirmation.

**15. INTEGRITY PACT:**

The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract.

Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification.

**Name of Independent External monitor to be considered (IEM):**

Sh. D.R.S Chaudhary  
(IAS (Retd.)  
Flat No. –L-202 & L-203 (1<sup>ST</sup> Floor)  
Ansal lake View Enclave, Shamla Hills  
Bhopal-462013  
Phone- 0755-4050495  
Email – dilip.chaudhary@icloud.com

**16. QUANTITY DIVISION FOR AWARD OF CONTRACT:**

The contract shall be entered with 02 Vendors with the quantity distribution in the ratio of 60 % and 40 % (for each site) between Original L1 bidder and the bidder who accepts counter offer of L-1 rates in the sequence of L-2, L-3 and so on. In case, no bidder accepts counter offer of L-1 rates, then 100 % quantity shall be awarded to the original L1 bidder.

17. Following confirmation to be provided by vendor:

***“We confirm that we have quoted as per specified price format provided along with this tender”.***

Name:

Signature:

Stamp:

**SCHEDULE OF TECHNICAL DEVIATION**

Ref: TBMM/GILS / PGCIL RP

ENQUIRY NO. 256E255

This Format is to be submitted in original duly signed by bidder.

The following are the deviations/variations/exceptions from the Terms and Conditions :-

| SL. NO. | CLAUSE NO. OF<br>TERMS AND CONDITIONS | STATEMENT OF DEVIATION |
|---------|---------------------------------------|------------------------|
|         |                                       |                        |

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

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

Place : .....  
Date : .....

Signature of the authorised representative of

Bidder's name :.....  
Designation:.....  
Company Seal:.....

**SCHEDULE OF COMMERCIAL DEVIATION**

Ref: TBMM/GILS / PGCIL RP

ENQUIRY NO. 256E255

This Format is to be submitted in original duly signed by bidder.

The following are the deviations/variations/exceptions from the Terms and Conditions :-

| SL. NO. | CLAUSE NO. OF<br>TERMS AND CONDITIONS | STATEMENT OF DEVIATION |
|---------|---------------------------------------|------------------------|
|         |                                       |                        |

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

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

Place : .....  
Date : .....

Signature of the authorised representative of

Bidder's name :.....  
Designation:.....  
Company Seal:.....

## **INTEGRITY PACT**

### **Between**

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

### **and**

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

### **Preamble**

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

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

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

## **Section 1 – Commitments of the Principal**

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

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

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

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

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

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

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

### **Section 4 – Compensation for Damages**

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

### **Section 5 – Previous Transgression**

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

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

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

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

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

## **Section 8 –Independent External Monitor(s)**

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

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

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

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

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

## **Section 9 – Pact Duration**

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

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

## **Section 10 – Other Provisions**

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

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

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

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

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

-----

For & On behalf of the Principal

(Office Seal)

-----

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

**ACTIVITY SCHEDULE FOR SUPPLY OF LATTICE STRUCTURE**

**ENQUIRY NO. 256E255**

| SL. NO. | ACTIVITY                                                          | TIME ALLOTTED<br>[ in weeks ] | CUMULATIVE<br>TIME FROM<br>RECEIPT OF<br>INPUTS FROM<br>BHEL<br>[ in weeks] | SCOPE       |
|---------|-------------------------------------------------------------------|-------------------------------|-----------------------------------------------------------------------------|-------------|
| 1.      | MANUFACTURING OF<br>PROTO                                         |                               |                                                                             | BY SUPPLIER |
| 2.      | PROTO INSPECTION                                                  |                               |                                                                             | BHEL SCOPE  |
| 3.      | PROTO CORRECTED<br>DRAWINGS<br>SUBMISSION & BOM'S<br>FOR APPROVAL |                               |                                                                             | BY SUPPLIER |
| 4.      | APPROVAL OF PROTO<br>CORRECTED DRAWINGS<br>& BOM'S                |                               |                                                                             | BHEL SCOPE  |
| 5.      | MASS PRODUCTION                                                   |                               |                                                                             | BY SUPPLIER |
| 6.      | INSPECTION                                                        |                               |                                                                             | BHEL SCOPE  |
| 7.      | ISSUE OF MICC                                                     |                               |                                                                             | BHEL SCOPE  |
| 8.      | DESPATCH                                                          |                               |                                                                             | BY SUPPLIER |

1. Inspection call to be issued 2 weeks in advance.
2. Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
3. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
4. Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of  
Supplier  
Date:

