

 <p>ISO 9001, ISO 14001 &amp; OHSAS 18001 CERTIFIED COMPANY</p>	<p><b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड</b> (भारत सरकार का उपक्रम) पावर सेक्टर : उत्तरी क्षेत्र <b>Bharat Heavy Electricals Limited</b> (A Government of India Undertaking) POWER SECTOR : NORTHERN REGION</p>	
SUB CONTRACT & PURCHASE DEPARTMENT	ADDRESS : HRDI & PSNR COMPLEX ,PLOT NO. 25, SECTOR-16A , PO BOX -55, NOIDA, DISTT.- GAUTAM BUDDH NAGAR –PIN 201 301	EMAIL IDS : skant @bhelpsnr.co.in or susmitabasu@bhelpsnr.co.in Tel. No. 0120 2416566 or 0120- 2416262 Mobile No. 96 50 444 574 98 10 072 309

**TENDER ENQUIRY NO: BHEL-PSNR/SCP/SK/YEMEN/E-2537**

**DATE: 12.02.2014**

**TENDER NOTICE**

**DUE DATE & TIME: 27.02.2014 by 1400 Hrs.**

BHEL Power Sector, Northern Region, NOIDA, Uttar Pradesh, India invites offers in two part from Suppliers/ Fusion bonded Epoxy coating Provider/ TMT Manufacturers for supplying Fusion bonded Epoxy coating TMT Bar (refer PQR), in sealed cover for the under mentioned stores.

SL. No.	DESCRIPTION	QUANTITY IN MT	DELIVERY SCHEDULE
1	<p>PROCUREMENT OF <b>“FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS:4449:1997 AND EPOXY COATING AS PER BS:7295-1:1990 &amp; BS 7295-2:1990”</b> FOR 4X100 MW MARIB GTPS PHASE – II, REPUBLIC OF YEMEN.</p> <p>DETAILS AS PER ATTACHED BOQ INCLUDING EPOXY COATING WITH SUITABLE SEAWORTHY PACKING TO TAKE CARE ENVIRONMENTAL FACTORS , TRANSPORTATION UPTO HODEIDAH SEA PORT (YEMEN).</p> <p><b>TRANSIT INSURANCE IN BHEL SCOPE.</b></p>	<p><b>1686 MT</b> <b>(Break-up of Quantities as given in Section-C.)</b></p>	<p>Material shall be dispatched in lots of 500 MT (approx.) or as mutually agreed. First lot of 500 MT (approx.) shall be delivered within 45 days from date of PO and subsequent lots as per intimation or as mutually agreed after placement of PO. Entire quantity to be delivered within a period of 120 days from date of PO.</p>

**Notes:**

1. For detailed tender enquiry, please visit BHEL web site : [www.bhel.com](http://www.bhel.com)
2. Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications, if any, will be hosted in BHEL webpage ([www.bhel.com](http://www.bhel.com) -->Tender Notifications →View Corrigendum) and not in the newspapers. Bidders shall keep themselves updated with all such amendments by checking the site regularly.
3. Material to be delivered to BHEL agency at Hodeidah Sea Port (Yemen).**Custom Clearance is in BHEL scope.**
4. Above quantity is indicative in nature and may vary.
5. Size-wise break-up of quantities is given in SECTION-C. Quantities may vary as per requirements. Per MT rate quoted for each size shall be applicable for PAYMENT.
6. 1 No Epoxy Patch repair kit shall be supplied with every Ten MT of coated steel.

**Manager/Purchase**

**CONTENTS OF TENDER**

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SALIENT FEATURES OF NIT:

1. Tenders to be submitted in two parts:

**Part: I:**

**Techno-commercial bid** containing technical details along with commercial offer containing the following;

- Covering letter/Offer forwarding letter of Tenderer.
- Duly filled-in 'No Deviation Certificate' as per Annexure -V.

**Note:**

- a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
  - b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. **In case of unacceptable deviations, BHEL reserves the right to reject the tender**
- Supporting documents as required in line with Pre-Qualification Requirement (PQR) criteria stated in Section – “B”.
  - **Documents required for customer approval as mentioned in clause 15.3 Section ‘A’**
  - Signed & Stamped copy of NIT.
  - All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.
  - Integrity Pact Agreement as per Annexure - VI (Duly signed by the authorized signatory).
  - Duly filled-in Annexures – I, II & III as required under this Tender Specification/NIT.
  - A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed with clearly mentioning that whether **QUOTED or NOT APPLICABLE**. (No hidden charges shall be accepted).
  - Any other details preferred by bidder with proper indexing.
  - **Bidders not offering all sizes of TMT bar as per BOQ shall not be considered.**

**Part: II**

**PRICE BID** consisting of the following shall be enclosed duly signed and stamped.

- Offered price (as per Section – “F” - Price Schedule format enclosed).
- The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in **US Dollar** for the rates as per price schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

**Note: Bidder may ensure to sign each page of the tender document / their offer while submitting techno - commercial offer/ price-bid.**

2. Both **Part-I** & **Part-II** should be individually sealed & super scribed as indicated above & shall be enclosed in one main envelope duly sealed & super scribed as

ENQUIRY FOR \_\_\_\_\_ ENQUIRY NO. \_\_\_\_\_ DUE ON \_\_\_\_\_

The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.

3. Standard pre-printed terms and conditions of the tenderers shall not be considered valid.
4. Offer shall remain valid for **Three months (90 Days)** from the Due Date of Part – I bid opening.
5. Unsolicited fresh/ revised Price Bids shall not be entertained.
6. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/ all tender(s) in part or full without assigning any reason whatsoever.

7. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/ items with different bidders and also increase or decrease the quantity.
8. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post. Late tenders are liable to be rejected
9. Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non-transferable) will be issued **free of cost up to 27.02.2014**, on all working days between 09:30 Hrs. to 12:30 Hrs. Tender No. and Works/ Stores description should be clearly indicated for issue of tender document.
10. You may also contact our representative as below;

- **Mr. Jitendra Das, Regional Manager, Dubai Office.**  
202, Al Attar Grand, Khalid Bin Walid Road,  
Bur Dubai, PO Box 30569, Dubai (UAE)  
Tel: +9714-3596185  
Mobile: +97150-5530260  
FAX: +9714-3596185  
E-mail: [dubai@bhelinindustry.com](mailto:dubai@bhelinindustry.com); [bheldxb@emirates.net.ae](mailto:bheldxb@emirates.net.ae);

- **Mr. D.K.Singh, General Manager, Yemen Office.**  
BHEL Site office, MARIB 4X100 MW GTPSP Phase II, Marib, Republic of Yemen  
C/o Branch Manager, BHEL, Ground Floor, NATCO Power Co. Ltd. Building, Djibouti Street, Hadda Area, SANA'A,  
Republic of Yemen  
Tel: +967-1-446449, +967-733-996-423  
E-mail: [dk@bhelpsnr.co.in](mailto:dk@bhelpsnr.co.in)

11. Tenders must be submitted to the undersigned **latest by 14.00 Hrs. on 27.02.2014**. Technical bids shall **be opened at 15.30 Hrs. on 27.02.2014 in our BHEL PSNR, NOIDA (INDIA) OFFICE.**
12. Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications, if any, will be hosted in BHEL webpage ([www.bhel.com](http://www.bhel.com) -->Tender Notifications →View Corrigendum) and not in the newspapers. Bidders shall keep themselves updated with all such amendments by checking the site regularly.

13. Tender should not be addressed to any Individual's name but only by designation to:

**Manager/ Purchase**  
**Room No - 104**  
**BHARAT HEAVY ELECTRICALS LIMITED, Power Sector-Northern Region,**  
**HRDI & ESI Complex, Plot no.25, Sector 16 A,**  
**NOIDA –201301 (INDIA), Phone. No. 0120-2416500**

14. Bidders shall submit **Integrity Pact Agreement** as per Annexure - VI (Duly signed by authorized signatory who signs in the offer), along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given as below;  
**Shri Kanwarjit Singh, IRS (Retd.)**  
**D-6/11, Ground Floor,**  
**Vasant Vihar**  
**New Delhi-110057**

15. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Section – 'B'.

15.1 Suppliers to Procure TMT bars directly from Primary steel maker. TMT bars and Epoxy coating shall be as per relevant British Standard only and all Test certificates shall strictly be as per relevant British Standard. Manufacturers for TMT bars or Epoxy Coating Provider can also participate in this tender.

15.2 Source of Material i.e. TMT manufacturer and Epoxy Coating provider shall have to be approved by BHEL's customer (M/s PEC, Yemen) or its consultant (M/s TKC).

15.3 Vendor will have to submit **following documents** for customer approval along with Technical Bid. Vendor can submit details of only one TMT manufacturer and one Epoxy Coating provider from whom, vendor wish to supply but in case either of TMT manufacturer or Epoxy coating provider directly participates, preference will be given to Manufacturer/Epoxy Coating Provider and bid received from vendor shall be ignored.

**A. Request letter for approval from the TMT bar manufacturer and from Agency for Epoxy coating.**

**B. Profile of both Steel Manufacturers and Agency for Epoxy coating.**

**C. Mill test certificates, chemicals and physical test results of steel supplied.**

**D. Procedure for Epoxy coating process.**

**E. Product data sheets for material used in Epoxy coating process.**

**F. Packaging & dispatch procedure**

In addition to above documents, any other documents if required by Customer shall also be arranged and furnished to BHEL by the tenderer.

**16. LANGUAGE & CORRECTIONS:**

- a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection.
- c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d) All cancellations and insertions shall be duly attested by the tenderer.
- e) All columns for price format shall be filled. If not applicable, please write "NA".

**17. TENDER EVALUATION:**

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

**18. PRICE DISCREPANCY:**

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

- a. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- c. In case of any other discrepancy, the decision of the purchaser will be final.

**19. DISCOUNTS:**

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only.

**20. BHEL reserves the right to finalise the order through Reverse Auction. For details please refer to ANNEXURE- IV.**

**21.** In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

**22.** In the event of any contradiction in the terms and conditions mentioned in the **Special Conditions of the Contract** and those mentioned elsewhere, stipulations mentioned in the Special Conditions of the Contract shall prevail.

**23. Earnest Money Deposit (EMD):**

**23.1.** Every tender must be accompanied by the prescribed amount of EMD in the manner described herein.

- i) Earnest money deposit , in the form of Demand order/Pay order ,of **USD. 5,000.00 (USD Five thousand only)**shall be furnished along with the offer in full.
- ii) No interest shall be paid on the EMD.
- iii) EMD in the form of Demand order / Pay order is to be paid in favour of  
“ **Bharat Heavy Electricals Limited**” and payable at **NEW DELHI / NOIDA (INDIA).**

**23.2.** EMD submitted by the bidder will be forfeited if,

- i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The bidder does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

**23.3.** In the case of unsuccessful bidders, the EMD amount will be returned to them within a reasonable time after acceptance of award by successful tenderer.

**23.4.** EMD of successful bidder shall be treated as Security Deposit for CONTRACT PERFORMANCE AND DEFECT LIABILITY GUARANTTEE and shall be returned in line with Clause 11 of GCC Part B.

Thanking you,

Yours faithfully,  
For and on behalf of BHEL

**MANAGER/PURCHASE**

**SECTION - "B"**

**PRE-QUALIFICATION REQUIREMENT (PQR):**

1. **Suppliers / Primary Steel manufacturers / Epoxy Coating Companies supplying Fusion bonded epoxy coated TMT Rebars as a principal bidder :**

Annual Turnover in the FY 2011-12 & 2012-13 shall be at least of USD 5 million. (Copy of audited balance sheet / Profit & Loss account for the FY 2011-12 and FY 2012-13 indicating minimum turnover of USD 5 million shall be submitted along with the Techno-commercial bid). In case Financial Year (FY) ends in the month of December, the Copies of balance sheets for FY ending in Dec, 2011 and Dec, 2012 may be submitted.

Note: In case of Turn Over shown in currencies other than USD in above documents then it shall be converted to its equivalent USD at conversion rate equals to SBI TT selling rates as on the date of opening of Part I of Tender.

2. **Bidder's**, technically and commercially acceptable are subject to the final approval from BHEL'S Customer (M/s Public Electricity Corporation (PEC), Yemen) and/ or their Consultant M/s The Kuljian Corporation (TKC).
3. Source for supply of steel will be approved by BHEL's Customer i.e. Primary Steel Manufacturer and Epoxy Coating Company.

**SECTION - "C"****BILL OF QUANTITY (INDICATIVE)**

TENDER ENQ. NO. BHEL/PSNR/SCP/CS/YEMEN/E - 2537		
4 X 100 MW MARIB GTPS PHASE-II, REPUBLIC OF YEMEN		
INDICATIVE BREAK UP OF STEEL QUANTITY		
SL. NO.	SIZE	QUANTITY (IN MT)
FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS:4449:1997 AND EPOXY COATING AS PER BS:7295-1:1990 & BS 7295-2:1990.		
1	8 mm Dia.	400
2	10 mm Dia.	300
3	12 mm Dia.	140
4	16 mm Dia.	175
5	20 mm Dia.	141
6	25 mm Dia.	500
7	32 mm Dia.	30
	<b>TOTAL</b>	<b>1686</b>

**NOTE:**

1. All Test Certificates for TMT Bars & Epoxy coating Process Control shall be as per British Standards (BS) only. Bidder should insist material TC only in BS grade from the manufacturer of TMT Bar & agency carrying out Epoxy coating on TMT bar.
2. Above mentioned quantities against each size are indicative only and may vary during engineering stage after placing Order to any extent however overall quantity shall not increase by more than 10%.
3. All the TMT bars shall be supplied in uncoiled (straight length) condition and length of 10 - 12 metre.
4. **Bidders not offering all sizes of TMT bar as per BOQ shall not be considered.**
5. **Apart from weight in MT, number of bars for each size shall also be given with their standard length.**

**SECTION - "D"**

**SPECIAL COMMERCIAL TERMS AND CONDITION**

**(SCC)**

1. The **scope of bidder** is to supply the Epoxy coated TMT Steel Bars as per required specifications in sea worthy packing including transportation up to Hodeidah port (Yemen).

1(A) **Documents required for Issuing MDCC (Material Dispatch Clearance Certificate):**

- (i) Original Invoice,
- (ii) Original Certificate of Origin,
- (iii) Original Chamber of Commerce approval,
- (iv) Original Quality test certificates of manufacturer for Steel reinforcement bars,
- (v) Original QC certificates of Epoxy treatment process
- (vi) Compliance Certificate by BHEL approved inspection agency (TUV, LLOYDS REGISTER or Underwriters Laboratories Inc. in respect of Quality as per required standards.
- (vii) Insurance certificate.
- (viii) Verification Certificate by BHEL approved inspection Agency for seaworthy packaging and packing list

**NOTE: If BHEL/ BHEL Inspection Agency require Test Certificates from Independent Lab also, the same has to be arranged by the vendor at his own cost.**

1(B) **Documents required: Custom Clearance at border/Port Yemen**

- (i) All Documents as required in 1(A).
- (ii) Shipping / Transport documents.
- (iii) MDCC

2. **QUANTITY VARIATION:**

Actual Quantity may vary than ordered quantity. However actual quantity will not exceed more than 10%.

3. **TAXES AND DUTIES:**

3.1. All applicable taxes and duties up to Hodeidah Port should be included in the price.

3.2. Custom clearance and payment of Custom Duty is in BHEL scope. Applicable GST in Yemen has already been paid by BHEL.

4.0 **INSURANCE:**

Transit Insurance of material is in BHEL's scope and the details of same shall be intimated to successful bidder before dispatch of material.

5.0 **BILLING SCHEDULE FOR SUPPLY-**

Payment shall be made for actual quantity dispatched/delivered.

5.1 Each consignment document shall indicate the no. of bars in each bundle. In addition to the weight particulars of the items, standard length and unit weight shall also be given. The weighment will be verified by BHEL Approved Inspection Agency.

5.2 BHEL may verify the weighment after reaching at site and if any difference is found in unit weight, the same shall be communicated to supplier immediately.

**6.0 INVOICES VIS-VIS PAYMENT:**

**Billing documents are given as below:**

- a) Original Invoice.
- b) Original certificate of origin.
- c) Original chamber of commerce approvals.
- d) Original Bill of lading.
- e) Manufacturer quality certificates for steel bars reinforcement, original.
- f) Epoxy treatment processor quality certificate, original.
- g) Compliance certificate from BHEL Inspection Agency.
- h) Packing list **duly certified by BHEL Inspection Agency.**
- i) BHEL-PSNR Material Dispatch Clearance Certificate (MDCC) in original.

The requirement of any more documents, if needed for release of supplier payment shall be informed later.

**Note: Above documents to be submitted in 5 sets.**

**7.0 Delivery Schedule: Delivery implies receipt at Hodeidah Port.**

- Material shall be dispatched in lots of 500 MT (approx.) or as mutually agreed.
- First lot of 500 MT (approx.) shall be delivered within 45 days from date of PO and subsequent lots as per intimation or as mutually agreed after placement of PO.
- Entire quantity to be delivered within a period of 120 days from date of PO. Material shall be dispatched in lots of 500 MT (approx.) or as mutually agreed.

**8.0 Packing List:**

Packing list format, if any, shall be given later.

**9.0 Provision of Inspection Windows on Packages: Not Applicable.**

**10.0 Marks & Numbers on Packing Cases:**

Details if any shall be given later.

**11.0 Marking for Safe Handling: Care should be taken that no damage occurs to Epoxy Coating on bars.**

**Note :- In case of any contradiction in clauses mentioned in SCC and relevant clauses in GCC ,SCC clauses will prevail over GCC clauses.**

Manager-Purchase

**SECTION – “E”**

**GENERAL COMMERCIAL TERMS AND CONDITIONS**  
(GCC)

PART – A: INSTRUCTIONS TO BIDDERS

PART – B: GENERAL COMMERCIAL TERMS & CONDITIONS



BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR – NORTHERN REGION  
HRDI & PSNR COMPLEX  
PLOT NO. 25, SECTOR – 16A,  
NOIDA – 201 301 (U.P.)

## **DEFINITION OF TERMS**

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

1. The **Purchaser** shall mean M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Power Sector – Northern Region**, HRDI & PSNR COMPLEX, PLOT NO. 25, SECTOR – 16A, NOIDA – 201 301 (U.P.) which expression shall include its successors and assigns. It may also be referred to as **BHEL**.
2. The **Owner** shall mean the Customer or Client for whose project, the enquiry has been issued by the purchaser and shall include his successors and assigns as well as authorised officer(s)/ representative(s), which may also be referred as **Customer** or **Owner/ Customer**.
3. The **Consultant** shall mean the agency appointed by the Owner or Purchaser to provide consultancy services for the project and shall include his successors and assigns as well as authorised officer(s)/ representative(s).
4. The **Tenderer** shall mean the Firm/ Company/ Organisation, which quotes against the Tender Enquiry issued by the purchaser. It may also be referred as **bidder** or **vendor**.
5. **Acceptance of offer** shall mean issue of letter of intent/ award or memorandum or detailed Order/ Contract communicating the acceptance of offer, to the successful tenderer.
6. The **Order/ Contract** shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, covering letters, schedule of prices and quantities, letter of intent/ award of the Purchaser, "Integrity Pact (IP) (as and when applicable)", any special conditions applicable to the particular Order/ Contract and subsequent amendments mutually agreed upon. It may also be referred as **order** or **contract/ order** or **purchase order** or **contract**.
7. The **Seller/ Contractor** shall mean the firm/ company/ organization with whom the Order/ Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as **contractor, seller** or **supplier**.
8. Not used
9. The **Engineer** shall mean officer of the purchaser as may be duly appointed and authorized in writing by the purchaser to act as the engineer on his behalf for the purpose of the Order/ Contract.
10. The **Specification** shall mean the specifications contained in the Tender Documents and any subsequent modifications schedules etc. attached thereto, if any.
11. Not used
12. Not Used
13. Not Used
14. Not Used
15. Not used
16. **Approved** means approved in writing including subsequent written confirmation of previous verbal approval and **approval** means approval in writing including as aforesaid.

17. **Inspection Agency (IA)** shall mean any person(s), who may be duly authorized by the purchaser/ owner to inspect the stores included in the Order/ Contract, at the contractor's/ sub-contractor's works.
18. **Month** shall mean calendar month and **week** shall mean 7 days.
19. **Consignee** shall mean the official(s)/ person(s) to whom the stores are required to be delivered in the manner indicated in the Order/ Contract.
20. **Plant/ Equipment/ Stores** shall mean the goods, machinery, components, parts, spares, etc. required to be supplied by the Seller/Contractor as per Order/ Contract.
21. **Contract Engineer/ Purchase Engineer** shall mean the official who has signed the Order/ Contract on behalf of the Purchaser.
22. **Site Engineer** shall mean officer of the purchaser/ owner as may be duly appointed and authorized in writing by the purchaser to act as the Site Engineer on his behalf for the purpose of receipt & verification of in-coming stores and issue of Material Receipt Certificate (MRC)/ Stores Receipt Voucher (SRV).
23. **Site Inspection Agency (Site IA)** shall mean any person(s), who may be duly authorized by the purchaser/ owner to inspect the stores/ works included in the Order/ Contract, at the Project Site.
24. **GENERAL**  
The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies, corporate, limited liability companies, partnership and other legal entities.

**PART – “A” - INSTRUCTIONS TO BIDDERS**

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21.0	EVALUATION CRITERIA

**1.0 GENERAL INSTRUCTIONS**

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

Integrity Pact (IP) will be applicable for all tenders/ contracts valuing more than Rs. 10 crores. This Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with techno – commercial bid, duly signed by the authorized signatory who signs the bid. Only those vendors/ bidders who have entered into such an Integrity Pact with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

1.2 All commercial terms and conditions except price should be submitted as part of techno-commercial offer which may be opened first. The price part (Part-II) is to be submitted in a separate sealed cover along with techno-commercial offer (Part-I). Purchaser reserves the right to open both the parts at the same time.

1.3 A declaration as per **Annexure III** must be sent before opening of Price Bids.

**2.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS**

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

**PART - I: TECHNO-COMMERCIAL BID**

Containing Technical offer, Annexure-I & II, Commercial Terms & Conditions and Unpriced Copy of Price Bid, in three (3) sets.

**PART-II: PRICE BID**

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

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

2.1.1 PART-I (techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of tenderers who may like to attend.  
Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

2.1.2 PART-II containing prices shall be submitted along with Part-I, but in a separate sealed cover.  
Any corrections/ amendments shall be properly and fully authenticated. If not done so, the offer is liable to be rejected.

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

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

- 2.1.4 However if any bidder on his own offers price discount or reduce prices. The same would be acceptable. Other bidders in such a case would also be informed and can submit reduced prices, if so desired by them. No price increase is acceptable till the validity of offer.
- 2.2 After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, Part-II containing FINAL REVISED PRICE BID, if submitted, otherwise, the original Price Bid along with price impact and discount, if any, shall be opened, for which the date and time shall be intimated to the technically and commercially acceptable tenderers only, in case of public opening.
- NOTE:** BHEL also reserves the right to open the earlier price bids, if any, submitted by the bidders, if required.
- 2.3 No correspondence shall be entertained from the tenderers after the opening of Part-II (Price bid) of the tender.
- 2.4 Not more than two representatives will be permitted to be present for the tender opening.
- 2.5 Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.
- 2.6 **MARKING ON ENVELOPES**
- 2.6.1 The following shall be super-scribed on the envelopes which shall be addressed to the Official inviting Tenders, by name & designation.

**PART-I :**

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

**PART II :**

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

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

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

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

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

2.7 **BID SUBMISSION**

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

**Manager/Purchase  
Bharat Heavy Electricals Ltd.  
Power Sector – Northern Region  
HRDI & PSNR Complex,  
Plot NO. 25, Sector – 16A,  
NOIDA – 201 301 (U.P.)**

- 2.7.2 Tenders can either be delivered in person or sent at the above mentioned address by **COURIER/ REGISTERED POST**, to the official inviting tender(s). It shall be the responsibility of the bidder to ensure that the tender is delivered in time as tenders received after the **Due Date** and **Time** of submission are liable to be rejected.
- 2.8 Unsolicited tenders shall not be entertained.
- 2.9 Order/ Contract when finalized will be issued in the name of the successful bidder only and consideration for change of name during tender evaluation and after submission of the tender is subject to the discretion of BHEL/ Owner.
- 3.0 **PART-I (TECHNO-COMMERCIAL BID) - CONTENTS & CHECKLIST**
- 3.1 Not used
- 3.2 Not used
- 3.3 **Commercial offer shall contain:**
- a) **Agreed terms & conditions (Annexure-II).**
  - b) **Listing of Commercial Deviations, if any w.r.t. GCC & SCC.**
  - c) **Un-priced copy of the Price Bid (Part-II), indicating the BOQ as per the Technical Specifications.**
  - d) **Delivery schedules**
  - e) **Validity of offer**
- 4.0 **PART II (PRICE BID) - CONTENTS AND CHECK LIST**
- 4.1 The BEST offer with FIRM prices in the given **PRICE SCHEDULE FORMAT** shall be submitted as per scope defined.
- 4.2 Price Bid for Stores shall cover basic price including packing with excise duty, sales tax, freight etc, as per format enclosed.
- 4.6 **Authority of person signing the tender on behalf of the tenderer:**  
A person signing the tender or any other document in respect of the Order/ Contract on behalf of the tenderer, without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person so signing had no authority to do so, the purchaser may, without prejudice to any other right or remedy, cancel the Order/Contract and make or authorize the purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the Order/Contract including any loss which the purchaser may sustain on account of such purchase.
- Notes**
- a) All bids shall be in US Dollar only.
  - b) The authorized representative/ agent can only represent one bidder for the given package.
- 5.0 **CLARIFICATIONS REQUIRED BY BIDDERS**  
Technical and commercial clarifications required, if any, before submission of tender, should be given separately in duplicate addressed to the official inviting the tenders.
- 6.0 **TECHNICAL SPECIFICATIONS**  
The tenderer is advised to study the technical specifications, schedules and data sheets carefully and submit all required information in his tender including scope of supply, bill of materials etc.
- 7.0 **DEVIATIONS - LISTING**
- 7.1 Tenders shall be submitted strictly in accordance with the requirements of tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under the headings "**TECHNICAL DEVIATIONS**" and "**COMMERCIAL DEVIATIONS**" respectively, along with

reasons for taking such deviations. Deviation(s) mentioned elsewhere but not included in the Schedule of Deviations as above, shall not be accepted.

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

8.0 **ASSUMPTIONS - LISTING**

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

9.0 **DELIVERY/COMPLETION SCHEDULE**

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

9.2 **DELIVERY PERIOD & PACKING OF MATERIAL**

9.2.1 Not used

10.0 **Not used**

11.0 **VALIDITY OF OFFER**

Offer shall be submitted with following validity periods:

- i- Original offer shall be valid for Three months from part-I opening.
- ii- If revised price/ impact is being asked the validity of the same shall be two months from the date of price bid opening.
- iii- Unit prices for scope addition/deletion: to be kept valid till successful Completion of contract.

**NOTE:**

- a) Discount offered, if any, shall be for the full duration of validity. Offers of shorter validity or discount for shorter duration are liable to be rejected.
- b) Any conditional discount shall not be considered for evaluation and ordering.**

12.0 **LANGUAGE & CORRECTIONS**

- a- The tenderer shall quote the rates in Hindi/ English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b- All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writings are not permitted and may render such tenders liable for rejection.
- c- Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d- All cancellations and insertions shall be duly attested by the tenderer.

13.0 **CHANGE OF TERMS & CONDITIONS/ PRICE**

13.1 Any revision or changes in quoted prices and/ or conditions of offer made after tender opening, which will give benefit to the tenderer over others, may result in rejection of the tender.

13.2 Under no circumstances, tenderer shall alter his quoted Prices/ Rates during the validity period after tenders have been opened. Any tenderer who does so, resulting into re-calling of tenders by the purchaser or additional expenditure to the purchaser, shall run the risk of being black-listed by the purchaser, who reserves the right to recover the damages resulting therefrom.

**14.0 TENDERER TO INFORM HIMSELF FULLY**

14.1 The tenderer shall closely peruse all the clauses, specifications indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tender, for clarifications, before submission of the tender.

14.2 The tenderer shall make independent enquiries as to the conditions and circumstances affecting his tender estimates and to the possibility of executing the supplies/works as described. In assessing the tender, the tenderer shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself (as far as practicable) as to the form and nature of the site, the quantities and materials necessary for the completion of the work and the means of transport and access to the site, the accommodation he may require, the general labour position at the site and to have quoted his prices taking into consideration, the risks, contingencies and other circumstances which may influence or affect the execution of the Order/ Contract.

14.3 It is the responsibility of the tenderer to keep himself informed of the correct rates of customs and other duties and taxes leviable for the materials/ services as prevailing at the time of tendering. If the rates assumed by the tenderer are less than the tariff rates prevailing at the time of tendering, the tenderer will be himself responsible for such under quotations.

**15.0 REVERSE AUCTION CLAUSE-**

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

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

**For details please refer to Annexure – IV .**

**16.0 INTEGRITY PACT:-**

The vendors shall have to enter into an Integrity Pact in case the order value is more than Rs. 10 crores (Refer Annexure - VI)

**17.0 REJECTION OF TENDER AND OTHER CONDITIONS**

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

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

- a) to reject any or all the tenders.
- b) to split up the work amongst two or more tenderers.(Applicable for the contract where E&C is not in the scope of tenderers)
- c) to award the work in part. (Applicable for the contract where E&C is not in the scope of tenderers)
- d) to increase or decrease the quantities.
- e) to reject any commercial or technical deviation given in offer.

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

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

- 17.5 If the tenderer deliberately gives wrong information in his tender, purchaser reserves the right to reject such a tender at any stage or to cancel the Order/Contract, if awarded and **forfeit** the security deposit and Bank Guarantee.
- 18.0 **LOADING FOR DEVIATIONS & TENDER EVALUATION**
- 18.1 Deviations (Commercial as well as Technical) from Tender Specifications are generally not acceptable. However, if any deviation is considered by Purchaser, the same may be loaded for comparison while evaluating the offers.
- 18.2 Loading/ loading criteria in respect of deviation(s) shall be decided by BHEL.If a bidder unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.
- 19.0 **PRICE DISCREPANCY**
- The following shall be considered for evaluation and ordering.
- a- If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the corrected calculated price shall be considered for evaluation and ordering.
  - b- If there is a discrepancy between words and figures, the correct calculated price shall be considered for evaluation and ordering.
  - c- Unit prices quoted only shall be considered as correct for evaluation and ordering.
  - d- Taxes and duties if not specified clearly as extra shall be considered as included in the basic price & therefore shall not be reimbursed.
- 20.0 **DISCOUNTS**
- Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only. In case only percentage discount is indicated, the same shall be applicable for optional prices also.
- 21.0 **EVALUATION CRITERIA**
- Tenders will be evaluated on the basis of delivered cost i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages, including those available from the Owner, taxation, etc.

**PART – “B” - GENERAL COMMERCIAL TERMS & CONDITIONS****TABLE OF CONTENTS**

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

**1.0 CONTRACT**

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

**2.0 PRICES**

**2.1 BASIC PRICES**

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

**3.0 TAXES AND DUTIES**

All local taxes and duties in the country of manufacture shall be taken care by the seller and all taxes shall be ensured by seller.

All applicable taxes and duties up to Hodeidah Port should be included in the price.

**3.1 DIRECT TAX:**

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

**4.0 Not Applicable**

**5.0 Not Applicable**

**6.0 VARIATION**

As per clause 2.0 of SCC (Section "D")

**7.0 DELETED**

**8.0 TERMS OF PAYMENT**

8.1 85% payment through irrevocable Letter of Credit (L/C) against dispatch of Material at Port of Origin, from where material will be dispatched. Documents required as per clause 6.0 of SCC.

8.2 10% after Custom Clearance at Hodeidah Port (Yemen) through irrevocable Letter of Credit (L/C) against availability of Custom Clearance Documents.

8.3 5% through irrevocable Letter of Credit (L/C) against MRC (Material Receipt Certificate) issued by BHEL site.

**Note: LC opening / negotiation charges to respective account. LC confirmation charges to Vendor's account.**

**8.4. DOCUMENTS TO BE SUBMITTED FOR CLAIMING PAYMENTS AGAINST SUPPLY.**

Documents shall be 6.0 of Section – "C" of **Special commercial terms and condition (SCC)**

8.5. BHEL bankers details shall be given later.

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

**9.0 RECOVERY OF OUTSTANDING AMOUNT**

In the event of any amount of money being outstanding at any point in time against the Seller/ Contractor, due to excess payment or any other reason whatsoever, in the present order/ contract or any other order/ contract, the outstanding amount shall be recovered from the payments due to the seller/ contractor or at any other appropriate time and manner/ mode as deemed fit by the Purchaser at its sole discretion.

**10.0 DELIVERY/COMPLETION SCHEDULE**

- 10.1 The Seller/ contractor shall so organize his resources and perform the Order/ Contract so as to complete it as per stipulated delivery/ completion schedule.
- 10.2 Supply of TMT shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery, by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.
- 10.3 Supply of TMT shall adhere to the quality and specifications as per Order/ Contract and shall be delivered at the destination specified in the Order/ Contract.
- 10.4 Not used
- 10.5 Terms of delivery shall be CFR HODEIDAH Port (Yemen).**
- 10.6 Unloading of Material at Hodeidah Port shall be done by BHEL.**

**11.0 CONTRACT PERFORMANCE AND DEFECT LIABILITY GUARANTEE CUM SECURITY DEPOSIT**

- 11.1 Seller/ Contractor shall warrant that the stores supplied shall be free from all defects.
- 11.2 Earnest money deposit submitted by the successful bidder shall be converted into Security Deposit for contract performance and defect liability guarantee.
- 11.3 Security Deposit amount shall be released only after successful performance of Contract and completion of defect liability period.
- 11.4 Defect liability period shall be reckoned 3 (three) months after the receipt of last consignment at SITE.
- 11.5 Security Deposit shall not carry any Interest.

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

- 12.1 When the tests have been satisfactorily completed at the Seller/ contractor's works, the Inspection Agency shall issue a certificate to that effect within fifteen (15) days after completion of tests.
- 12.2 Purchaser/Owner will issue MDCC to the Seller/ contractor based on the QS Note/Report from the Inspection Agency. (As per clause 1.0 of SCC (Section "D"))
- 12.3 Seller/ contractor will not dispatch any material before issue of MDCC by the Purchaser/ Owner.**
- 12.4 The satisfactory completion of these tests or the issue of MDCC, shall not bind the purchaser/ Owner to accept the supply/equipment, should it, on further tests after erection, be found not to comply with the contract provisions.

**13.0 DELIVERY FAILURE AND TERMINATION / LIQUIDATED DAMAGES**

- 13.1 The parties hereto agree that the timely despatch/ delivery and completion of other schedules as stipulated in Order/ Contract shall be the essence of the Order/ Contract. If the seller/ contractor fails to complete the despatch/ delivery and other schedules within the time period stipulated in the Order/ Contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for breach of Order/ Contract without prejudice to any other rights and/ or remedies provided for, in the Order/ Contract and hereunder.
- 13.2 LIQUIDATED DAMAGES / PENALTY**
- 13.2.1 The delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of 0.5% of the value of un-despatched goods for each week of delay subject to a maximum of 10% of Total Order value. **Specific confirmation for this clause has to be given in the offer. Otherwise the offers will be liable for rejection.**
- 13.2.2 The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller/ contractor with notice to the seller/ contractor of the stores due for delivery but not so delivered or their equivalent, without canceling the Order/ Contract in respect of the stores not yet due for delivery. The manner and the method of such purchase shall be at the discretion of the purchaser.
- 13.2.3 In case of delay in delivery due to reasons not attributable to the seller/contractor, time extension shall be given by BHEL on request of supplier & LD will not be applicable for that specific period only.
- 13.2.4 Purchaser reserves the right to cancel the Order/ Contract or a portion thereof for the stores not so delivered at the risk and cost of the seller/ contractor and the seller/ contractor shall be liable to the purchaser for any excess costs thereof.

- 13.2.5 Seller/ contractor shall continue the performance of the Order/ Contract under all circumstances, to the extent not cancelled.
- 13.2.6 Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder.(at offered value)

14.0 **INSURANCE - Not Applicable**

15.0 Not used

16.0 **PACKING**

- 16.1 The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.
- 16.2 Packing list shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate:
- a- Packing size.
  - b- Gross weight and net weight of each package.
  - c- Contents of the package with quantity of each item separately e.g. No. of TMT bars in each bundle.
- 16.3 In case of shipment by sea, the packing shall be sea-worthy and of international standard.
- 16.4 **Not used**

17.0 **MATERIAL RECEIPT CERTIFICATE**

For supply packages – MRC shall be arranged by BHEL.

18.0 **CONSIGNEE'S RIGHT OF REJECTION**

- 18.1 Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the Order/ Contract (whether with or without any test carried out by Seller/ contractor or the Inspection Agency or under the direction of the Contract Engineer), and notwithstanding delivery of the stores where so provided to the consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion or consignment thereof, within 30 days after actual delivery, thereof to him at the stipulated place or destination, if such stores or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Order/ Contract whether on account of any loss, storage, deterioration or damage before despatch or otherwise, whatsoever.
- 18.2 Rejected goods or materials shall be removed by the seller/ contractor within a period of 15 days from the date of receipt of notice of such rejection. The expenses to be incurred in respect thereof shall entirely be borne by the seller/ contractor.

19.0 **RISKS IN STORES (FOR E & C CONTRACTS)**

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

20.0 **SHORTAGES/DAMAGES**

20.1 **FOR SUPPLY PACKAGES**

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

**21.0 CONFIDENTIALITY**

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

**22.0 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

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

22.2 Cost of the purchases made by the Purchaser at the risk and cost of the seller/ contractor shall be worked out after levying 5% overheads as departmental charges on the differential cost of materials purchased.

**23.0 TERMINATION OF THE CONTRACT**

23.1 The purchaser shall have the right to cancel the Order/ Contract, wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/ contractor compensation claim shall be settled mutually.

23.2 The purchaser shall also have the right to cancel the Order/ Contract at the risk and cost of the Seller/ contractor in case either the Seller/ contractor himself or any of his representative or agent is found to have been a previous employee of the purchaser immediately before the retirement and has within a period of two years of such retirement accepted the employment of the Seller/ contractor either as a Seller/ contractor or as an employee without having obtained the prior permission of the purchaser.

23.3 In case of cancellation of main supply order/ contract, all other associated orders/ contracts like, mandatory spares/recommended spares/ E & C/ supervision of E & C also get cancelled.

**24.0 TRANSFER, SUB-LETTING/ ASSIGNMENT/ SUB-CONTRACTING**

24.1 The seller/ contractor shall not sublet, transfer or assign this Order/ Contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of the purchaser. In the event of seller/ contractor sub-letting, transferring or assigning this Order/ Contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the purchaser shall be entitled to cancel the Order/ Contract and to purchase the stores from elsewhere at risk and costs of the seller/ contractor and the seller/ contractor shall be

liable for any loss or damage which the purchaser may sustain in consequence of, or arising out of such risk purchase.

- 24.2 If the seller/ contractor is an individual or a proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the purchaser is satisfied that the legal representative of the individual seller/ contractor or the proprietor of proprietary concern and in the case of partnership, surviving partners are capable of carrying out and completing the Order/ Contract, the purchase shall be entitled to cancel the Order/ Contract as to its incomplete and without being in any way liable to payment of any compensation to the estate of seller/ contractor and/or to the surviving partners of the seller's/contractor's firm on account of the cancellation of the Order/ Contract.
- 24.3 Terms and Conditions shall not get affected in case of merger/ amalgamation/ re-arrangement/ takeover etc.
- 24.4 The decision of the purchaser that the legal representatives of the deceased seller/ contractor or surviving partners of the seller's/ contractor's firm cannot carry out and complete the Order/ Contract shall be final and binding on the parties hereto.

25.0 **FORCE MAJEURE**

- 25.1 If at any time, during the continuance of the Order/ Contract the performance in whole or in part by either party, of any obligations under this Order/ Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Order/ Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/ Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of the purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.
- 25.2 In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.
- 25.3 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall Project schedule and make alternative arrangements for completion of delivery and other schedules.

26.0 **INDEMNIFICATION**

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

27.0 **CONTRACT PERFORMANCE EVALUATION**

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

28.0 **SETTLEMENT OF DISPUTES**

- 28.1 Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by purchaser, subject to written appeal by the Seller/ contractor to the purchaser, whose decision shall be final.
- 28.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- 28.3 The Seller/ contractor shall continue to perform the Order/ Contract, pending settlement of dispute(s).

**29.0 ARBITRATION**

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/ Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

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

**30.0 LAWS GOVERNING THE CONTRACT**

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

**31.0 JURISDICTION OF COURT**

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

**32.0 CURRENCY OF PAYMENT**

**Currency of payment shall be US Dollar (USD)**

**If successful bidder happens to be Indian Company, payment under clause 8 will be operated in equivalent INR with conversion rate on the date of payment. Exchange rate shall be TT selling rate of State Bank of India on that date. and LC will be operated in INR.**

**SECTION – “F”****1.0. PRICE SCHEDULE**

**Name of Package:** SUPPLY OF “FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS:4449:1997 AND EPOXY COATING AS PER BS:7295-1:1990 & BS :7295-2:1990” .

**Project:** 4X100 MW MARIB GTPS PHASE – II, REPUBLIC OF YEMEN.

Sl. No.	Description	Price (USD.) ( In figures and words)
1.1	<p>PROCUREMENT OF “<u>FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS:4449:1997 AND EPOXY COATING AS PER BS:7295-1:1990 &amp; BS 7295-2:1990</u>” FOR 4X100 MW MARIB GTPS PHASE – II, REPUBLIC OF YEMEN. DETAILS AS PER ATTACHED BOQ INCLUDING EPOXY COATING WITH SUITABLE SEAWORTHY PACKING TO TAKE CARE ENVIRONMENTAL FACTORS , TRANSPORTATION UPTO HODEIDAH SEA PORT (YEMEN).</p> <p><b>TRANSIT INSURANCE IN BHEL SCOPE.</b> (Break-up to be given as at 2.0 of this Section. <b>Total Price indicated in 1.1 should be equal to the total price as calculated in 2.5)</b></p>	

**Notes:**

- a) Item wise breakup of the Prices shall be as per price format (enclosed). Bidders to quote supply price in **US Dollar** only.
- b) Bidder should note that total price indicated above at 1.1 shall be considered for Price Evaluation and hence should be complete in all respect for the full scope defined and considering all terms and conditions agreed. **However, Price of optional items, if any, shall not be considered for Price Evaluation.**
- c) Any item not included in the price quoted above and shown separately will not be considered.
- d) In case, price indicated above does not match with the break up given at 2.0, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.
- e) **Per MT price quoted shall be applicable for all purposes, i.e. addition, deletion or recovery as the case may be.**
- f) All applicable taxes and duties up to Hodeidah Port (Yemen) should be included in the price. Custom Clearance & Custom Duty at Yemen is in BHEL scope.
- g) Transit Insurance of material from Vendor’s work to Marib site is in BHEL’s scope and the details of same shall be intimated to successful bidder before dispatch of material.
- h) 1 No Epoxy Patch repair kit shall be supplied with every Ten MT of coated steel and its price should be included in the quoted price.
- i) **Charges for BHEL approved Inspection agency shall be included in the quoted price. BHEL approved Inspection agencies are TUV, LLOYDS REGISTER and Underwriters Laboratories Inc..**

(Signatures of the Bidder with Name, Designation & Company’s Seal)

**2.0. BREAK UP OF PRICE GIVEN IN 1.1 ABOVE**

<b>BILL OF QUANTITY FOR SUPPLY OF REINFORCEMENT BARS</b>					
<b>SL. NO.</b>	<b>DESCRIPTION OF ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE PER MT (IN USD)</b>	<b>AMOUNT (IN USD)</b>
2.1	<b>FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS: 4449:1997 AND EPOXY COATING AS PER BS: 7295-1:1990 &amp; BS:7295-2:1990 OF FOLLOWING SIZES in seaworthy packaging.</b>				
		UNIT	QUANTITY	UNIT RATE(USD)	AMOUNT
a	8 mm	MT	400		
b	10 mm	MT	300		
c	12 mm	MT	140		
d	16 mm	MT	175		
e	20 mm	MT	141		
f	25 mm	MT	500		
g	32 mm	MT	30		
	<b>TOTAL</b>	MT	<b>1686</b>		
2.2	Transportation of Fusion bonded Epoxy coated reinforcement bars from Manufacturer's works up to Hodeidah Port, YEMEN.	MT	1686		
2.3	Charges for Inspection Agency	MT	1686		
2.4	Any other charges not considered above.				
<b>2.5</b>	<b>Total of 2.1 to 2.4</b>				

**Note:**

- Per MT price quoted shall be applicable for all purposes, i.e. addition, deletion or recovery as the case may be.
- Above mentioned quantities against each size are indicative only and may vary during engineering stage after placing Order to any extent. Vendor will have to supply actual quantities for each size at the agreed unit rate as per PO. Actual Quantity may vary than ordered quantity. However actual quantity will not exceed more than 10%.
- Total Price as calculated in 2.5 should be equal to the total price indicated in 1.1**

(Signatures of the Bidder with Name, Designation &amp; Company's Seal)

## ANNEXURES

No.	DESCRIPTION
I	OFFER SUBMISSION AS PER NIT
II	TERMS & CONDITIONS CONFIRMATION
III	DECLARATION
IV	REVERSE AUCTION FORMAT & TERMS AND CONDITIONS
V	CERTIFICATE OF NO DEVIATION
VI	INTEGRITY PACT
VII	NEFT DETAILS



BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR – NORTHERN REGION  
HRDI & PSNR COMPLEX  
PLOT NO. 25, SECTOR – 16A,  
NOIDA – 201 301 (U.P.)

**ANNEXURE - I**

(To be filled up by the Bidders)

Ref. No. :

Dated :

M/s Bharat Heavy Electricals Ltd.,  
Power Sector Northern Region,  
HRDI & PSNR COMPLEX,  
PLOT NO. 25, SECTOR – 16A,  
NOIDA – 201 301 (U.P.)

**ATTENTION:**

Dear Sir,

1. Having examined the tender documents against your tender Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with \_\_\_\_\_ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and as per the indicated delivery schedule.

2. If the work or any part thereof is awarded to us, we undertake to submit security deposit bank guarantee as per your requirement, within thirty days of receipt of Letter of Intent/ Order/ Contract.

3. We have annexed to this tender the following documents:-

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

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

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

Thanking you,

Yours faithfully,

Date:

(Signatures of the Bidder with Name, Designation & Company's Seal)

**ANNEXURE - II****AGREED TERMS & CONDITIONS****NOTE: - Suppliers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Supplier		
2	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
		<b>APPLICABILITY (BY BHEL)</b>	<b>ENCLOSED BY BIDDER</b>
3	Whether Supplier is a <b>Civil contractor</b> supplying Fusion bonded Epoxy coating on TMT as a <b>principle bidder</b>	Applicable	Only confirmation YES / NO
4	Whether Supplier is a <b>Trader/Stockist</b> supplying Fusion bonded Epoxy coating on TMT as a <b>principle bidder</b>	Applicable	Only confirmation YES / NO
5	Whether supplier is a <b>Primary Steel Manufacturer</b> supplying Fusion bonded Epoxy coating on TMT as a <b>principle bidder</b>	Applicable	Only confirmation YES / NO
6	Whether supplier is a <b>Epoxy Coating Co.</b> supplying Fusion bonded Epoxy coating on TMT as a <b>principle bidder</b>	Applicable	Only confirmation YES / NO
7	Whether <b>Pre-Qualification Requirement (PQR)</b> Criteria is understood and provided proper supporting documents.	Applicable	YES / NO
8	Whether all pages of the <b>Tender documents</b> including annexures, appendices etc are read understood and signed and stamped	Applicable	YES / NO
9	Submission of <b>Epoxy coating Procedure</b> as per BS:7295-1:1990 & BS:7295-2:1990	Applicable	YES / NO
10	Submission of <b>Tender Bond</b> as specified in Tender	Applicable	YES / NO
11	Submission of <b>Integrity Pact</b> as per Annexure - VI	Applicable	YES / NO
12	Submission of <b>No Deviation Certificate</b> as per Annexure - V	Applicable	YES / NO
13	Acceptance of <b>Payment Terms</b> as specified in the Tender	Applicable	YES / NO
14	Acceptance of <b>Validity of Offer</b> as Specified in Tender	Applicable	YES / NO
15	Acceptance of <b>Delivery Period</b> as Specified in Tender	Applicable	YES / NO
16	Acceptance of <b>Liquidated Damages (LD)</b> as Specified in Tender	Applicable	YES / NO
17	Submission of <b>Reverse Auction Format</b> as per Annexure - IV	Applicable	YES / NO

**NOTE:** STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

Date:

(Signatures of the Bidder with Name, Designation &amp; Company's Seal)

**ANNEXURE – III**

**DECLARATION**

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

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

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

Signature of authorised Representative

Name and Designation:

Name & Address of the Bidder

Date

Forwarded to:

**M/s Bharat Heavy Electricals Limited  
Power Sector – Northern Region  
HRDI & PSNR Complex  
Plot No. 25, Sector – 16 A  
NOIDA – 201 301 (U.P.) India**

(Please delete whichever is not applicable.)

**ANNEXURE – IV**

**REVERSE AUCTION (RA) FORMAT**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case BHEL decides to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

(a) Name of Designation of official:

(b) Postal Address (Complete):

(c) Telephone Nos. (Land line & Mobile both):

(d) FAX No.:

(e) E-mail address:

(f) Name of Place/State/Country, wherefrom he will participate in the RA:

**(Signatures of the Bidder with Name, Designation & Company's Seal)**

**TERMS & CONDITIONS OF REVERSE AUCTION**

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

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

**MANAGER/PURCHASE**

**ANNEXURE – V**

**CERTIFICATE OF NO DEVIATION**

**TENDER No. : BHEL-PSNR/SCP/CS/YEMEN/E-2537**

I/WE, M/s \_\_\_\_\_

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

(Signatures of the Bidder with Name, Designation & Company's Seal)

**ANNEXURE – VI**

**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 OTHERPART

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9 – Pact Duration**

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

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

**Section 10 – Other Provisions**

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

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

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

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

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

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For & On behalf of the Principal  
(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

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For & On behalf of the Bidder/ Contractor  
(Office Seal)

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

**ANNEXURE – VII**

**NEFT Application Form**

Name of the party

Name of the Bank

Address of the Bank

Party's A/c no

Type of A/c

IFSC CODE

Vendor's E-MAIL ADDRESS

Authorised Signatory

Seal

**Note:**

1. THE ABOVE DETAILS ARE TO BE SUBMITTED ON THE COMPANY'S LETTERHEAD.
2. THE DETAILS MAY EITHER BE ATTESTED BY YOUR BANKERS OR ACCOMPANIED BY A CANCELLED CHEQUE LEAF WITH IFSC CODE & A/C NO.PRINTED ON IT.
3. UNDERTAKING TO REPORT IMMEDIATELY ANY CHANGES IN THE ABOVE TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD