

# Enquiry

Bharat Heavy Electricals Limited  
Transmission Business Group  
Materials Management



**Project : CAPITAL ITEM**

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
313E051	11-Jun-13	0		342230053	Package	BHEL	05 Jul-13	Vendor to quote their best delivery plan in the activity schedule.	As per Technical Specification No. TBC/Const/PortaCabin/2013-14, Rev.00	Puneet Parmesh, Engineer (TBMM)

## Document Enclosed

- Technical Specifications
- Terms & Conditions for Indigenous Enquiry
- Activity Schedule
- Schedule of Commercial Deviation
- Schedule of Technical Deviation

SN	Equipment	Phy Unit	Qty	Unit Exworks	%ED	%CST	%VAT	%ST	Unit F&I	Plan Dt	Comments
1	PORTA CABIN	LOT	1							30-Jul-13	DETAILS AS PER ATTACHED ANX. I

You are requested to submit your most competitive offer so as to reach us positively by the tender opening date & time. THE TENDERS NOT RECEIVED WITHIN SCHEDULED DATE AND TIME ARE LIKELY TO BE IGNORED. BHEL shall not be responsible for any postal delay.

**IN YOUR OWN INTEREST YOU ARE ADVISED TO CAREFULLY READ "THE INSTRUCTIONS TO BIDDERS". INCOMPLETE BIDS AND/OR BIDS NOT COMPLYING WITH TENDER CONDITIONS SHALL BE TREATED AS NON RESPONSIVE AND ARE LIKELY TO BE IGNORED.**

**In case Tender Documents are not received within 7 days of this E-mail message, intimate BHEL accordingly. If no intimation is received, it will be considered that you have received tender enquiry and delay in submission offer due to late receipt of tender documents will not be entertained.**

**YOU ARE REQUESTED TO SUBMIT YOUR MOST COMPETITIVE OFFER SO AS TO REACH US POSITIVELY BY 2 PM ON THE TENDER OPENING DATE AND TENDER WILL BE OPENED AT 2:30 PM WITH EFFECT FROM 15-SEP-09.**

**BHEL RESERVES THE RIGHT TO OPT FOR REVERSE AUCTION FOR OBTAINING BEST PRICES.**

### OFFERS THROUGH E-MAIL / FAX:

**WHOSOEVER DESIRES TO SEND OFFERS ON THEIR OWN RISK (COMPLETE IN ALL RESPECTS) VIA E-MAIL or FAX HAVE TO SEND THE OFFERS TO THE COMMON E-MAIL ADDRESS [tenderbox@bhelinindustry.com](mailto:tenderbox@bhelinindustry.com) or 011-24365869 FAX .**

**THE RECEIVED EMAIL OFFERS WILL BE PRINTED BY PURCHASE COORDINATOR AND PUT THEM INTO COVERS AS PER CONVENTIONAL METHOD FOR TENDER OPENING I.E., TECHNO COMMERCIAL & PRICE OFFER SHALL BE PUT INTO TWO SEPARATE COVERS AND BOTH THE COVERS ARE KEPT IN THIRD COVER DULY SUPER SCRIBING ENQY. NO. AND DUE DATE.**

**OFFERS SENT TO ANY OTHER E-MAIL ID or FAX NO AND INCOMPLETE OFFERS SHALL NOT BE CONSIDERED FOR EVALUATION PURPOSE.**

It is suggested that the bidders are advised to send the files with 'password protection'. procedure for giving a password to a file has been given below:

### For saving Excel file with password

Steps to be followed:

1. Click on the FILE option in XP system and Start sign in Vista system then go to SAVE AS option.
2. Select the location to save and Click on the TOOLS box and go to GENERAL OPTION.
3. It will ask for the password, type the password into open or modify box or both as required.
4. Then click on the OK button it will ask for recenter of the password.
5. After reentering the password click on the save box.

### For saving Word file with password

Steps to be followed:

1. Click on the FILE option in XP and Start sign in Vista then go to SAVE AS option.
2. Select the location to save and Click on the TOOLS box and go to SECURITY OPTION in XP system and GENERAL OPTION in Vista system.
3. It will ask for the password, type the password into open or modify box or both as required.
4. Then click on the OK button it will ask for recenter of the password.
5. After reentering the password click on the save box.

The vendors who has sent offers with password, the passwords are to be forwarded to another email id: [supplierinfo@bhelinindustry.com](mailto:supplierinfo@bhelinindustry.com)

### MSME STATUS

**"THOSE INDUSTRIES WHO HAVE FILED A MEMORANDUM WITH THE CONCERNED AUTHORITIES AND REGISTERED AS MICRO & SMALL**

**ENTERPRISE UNDER MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT 2006, HAVE TO SUBMIT A COPY OF SUCH REGISTRATION CERTIFICATE / MEMORANDUM TO BHEL FOR NECESSARY COMPLIANCES OF THE ABOVE ACT".**

Please acknowledge the receipt of tender enquiry and fax back this letter by ticking the appropriate item below.

  
11/6/13  
for BHARAT HEAVY ELECTRICALS LTD

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**We acknowledge the receipt of tender.**

- (a) The offer against subject enquiry shall be submitted by the scheduled date and time.  
(b) We regret to quote. The item in reference is out of our manufacturing range.  
(c) We regret because of our prior commitments.  
(d) Any other reason.

To  
Rajiv Ranjan  
Dy Manager  
TBG, Industry Sector,  
Integrated Office Complex,  
Lodhi Road,  
New Delhi-110003

Ph: 011-41793467 / 24302467  
Fax: 011-24365869

**Signature and Seal of Tenderer**

**Enquiry No : 313E051      Enquiry Dt : 11-Jun-13**

## **Technical qualifying criteria for supply of porta cabin.**

- A. Bidder should have self-owned manufacturing plant for Porta Cabin. (Details to be provided)
- B. Bidder should have manufactured & supplied at least 10 Porta cabins of at least 20 feet long within last two years (Purchase Order to be submitted)

**BHARAT HEAVY ELECTRICALS LTD.  
(TRANSMISSION BUSINESS GROUP)  
TERMS AND CONDITIONS FOR INDIGENOUS TENDER ENQUIRY**

**This Format is to be submitted in original duly signed by bidder. Deviation, if any, is to be brought out clearly in Schedule of Commercial deviation giving clause wise deviation. Any condition / clarification / deviation mentioned elsewhere may not be accepted.**

Sr. No	Terms & Conditions
1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 10.00 AM of the due date of opening in <b>Material Management Division, Transmission Business Group, BHEL, Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi – 110 003.</b></p> <p>3. The same shall be opened at 10.30 AM on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>4. Bids are to be submitted in Two parts: i) Techno-commercial bid (Part I) – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid. ii) Price bid (Part II) – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p>5. For any Technical clarification, please contact Mr. Sagar Gupta (Engineer-TBEM) BHEL, Integrated Office Complex, Lodhi Road, New Delhi – 110 003 Phone : 011-41793163 Fax : 011-41793221 e-mail :sargargupta@bhelindustry.com, hitender@bhelindustry.com</p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms &amp; condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p>

Sr. No	Terms & Conditions
	<p><b>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</b></p> <p><b>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material</b>                      There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p>
2.	<p><b>PRICES:</b></p> <p><b>&lt;RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY&gt;</b></p> <p><b>A.1.</b> Unless specifically indicated, all prices shall be <b>FIRM</b>. No enhancement of rate for whatever cause unless and until asked by BHEL will be allowed.</p> <p><b>A.2. PVC (if indicated)</b>                      The prices to be quoted are with <b>PVC</b> with following formula.</p> <p><i>&lt;Formula&gt;</i></p> <p>The base indices in the formula shall be of first notification of ----- of the ----- month.                      The date of delivery shall be PO delivery date or date of actual despatch, whichever is earlier.</p> <p><b>B</b> The prices shall be quoted by the vendors considering following.</p> <p><b>B.1.</b> Unless specifically indicated, the prices shall be on <b>Domestic basis</b>.</p> <p><b>B.2. Deemed export (if indicated)</b></p> <p>i) Prices are to be quoted considering following benefits:</p> <ol style="list-style-type: none"> <li>1. -----</li> <li>2. -----</li> <li>3. -----</li> </ol> <p>ii) For availing above benefits, BHEL shall provide following documents.</p> <ol style="list-style-type: none"> <li>1. -----</li> <li>2. -----</li> </ol> <p>iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.</p>

Sr. No	Terms & Conditions
	<p><b>B.3. Physical export (if indicated)</b></p> <p>i) Prices are to be quoted considering following benefits</p> <ol style="list-style-type: none"> <li>1. -----</li> <li>2. -----</li> </ol> <p>ii) For availing above benefits BHEL shall provide following documents</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> </ol> <hr/> <p><b>C.</b> The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p> <p><b>a) Ex-works Price:</b> Ex- works price including packing &amp; forwarding charges.</p> <p><b>b) Excise duty:</b> ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p><b>c) Sales Tax:</b> ST / VAT /CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</p> <p><b>e) Entry tax / Octroi Charges:</b> Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p><b>f) Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p><b>g) Type Test charges:</b> If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p><b>h) Erection / Commissioning supervision charges:</b> If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note : The purchase order shall be placed on Ex-works basis.</p>
3.	<p><b>TERMS OF PAYMENT :</b></p> <p><b>&lt;RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY&gt;</b></p> <p><u>For BOIs (non package items)</u></p> <p>100% payment along with taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> <li>- Receipted LR</li> <li>- Excise invoice (where ED re-imburement is required)</li> <li>- Delivery Challan / Packing list (casewise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> <li>- Despatch Clearance given by BHEL,</li> <li>- Guarantee certificate,</li> <li>- All Test reports and inspection reports,</li> <li>- Performance Bank Guarantee copy.</li> </ul>

<b>Sr. No</b>	<b>Terms &amp; Conditions</b>
	<p><u>For BOPs : Air-Conditioning &amp; Ventilation, Fire Protection, Illumination, Oil handling system where ETC is in scope of bidder</u></p> <p>a. 90% of Ex-works value alongwith 100% taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies)</p> <ul style="list-style-type: none"> <li>- Received LR / RR</li> <li>- Excise invoice (where ED re-imburement is required)</li> <li>- Delivery Challan / Packing list (casewise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> <li>- Despatch Clearance given by BHEL,</li> <li>- Guarantee certificate,</li> <li>- All Test reports and inspection reports,</li> <li>- Performance Bank Guarantee copy.</li> </ul> <p>b. 5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>c. 5% of Ex-works value on successful completion of Erection, Testing, Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)</p> <p>Note: When ETC is not in scope last 5% as per (c) above shall be paid alongwith (b).</p> <p><u>Terms of payment for Type test charges:</u> 100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u> 100% payment against completion with taxes and duties on certification by BHEL site within 60 days from the date of receipt of clear invoice.</p>
<b>4.</b>	<b>INTEREST LIABILITY</b> In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.
<b>5.</b>	<b>GUARANTEE :</b> The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site. <b>&lt;FOLLOWING TO BE DELETED IN ALL ENQUIRY OTHER THAN ILLUMINATION PACKAGE&gt;</b> However for Illumination system after commissioning Lamps, Tubes, Ballast, Starters, Capacitors, Fuses will not be covered in Guarantee.
<b>6.</b>	<b>PERFORMANCE BANK GUARANTEE :</b> <b>&lt;PBG CLAUSE TO BE REMOVED BEFORE ISSUE OF ENQUIRY FOR ITEMS FOR WHICH PBG IS NOT REQUIRED&gt;</b>  Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options. <u>Option A</u> A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL. <u>Option B</u> BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery and 3 months claim period extra, over and above 18 months. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.

Sr. No	Terms & Conditions
	<p><u>Option C</u> Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of last delivery.</p> <p><u>Note</u> : For Shield wire, Earthing material, Cable gland, Cable Trench material, GI/PVC pipe, Hardwares, Al tube, MS Rod, Lable &amp; phase colour disc, HG Fuse, Ferrule, Lug, Marker, Stationary, Office eqpt. and any petty / sundry purchase no Performance bank guarantee is required.</p> <p>The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM(Finance), TBG, BHEL.</p>
7.	<p><b>FINAL ENGINEERING DOCUMENTATION:</b> Final documentation as called in the specification is to be submitted within 3 months from the date of despatch of material. In case of default, the Performance BG is liable to be en-cashed.</p>
8.	<p><b>INSPECTION :</b> BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL. Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p>
9.	<p><b>DESPATCH DOCUMENTS :</b> Following despatch documents are to be immediately sent to purchaser on despatch.</p> <ul style="list-style-type: none"> <li>- Copy of LR</li> <li>- Copy of delivery challan / packing list</li> <li>- Insurance certificate</li> <li>- Guarantee certificate</li> </ul>
10.	<p><b>DELIVERY PERIOD:</b> Bidder to specify delivery period in weeks from the date of LOI / PO. Time for conduction of type test, if required, is to be separately indicated. <u>Note:</u> LR date or Invoice date whichever is later shall be considered as delivery date.</p>
11.	<p><b>DELAYED DELIVERY:</b> In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value per week or part there-of subject to maximum of 5% of total Ex-Works value of P.O. will be withheld.</p>
12.	<p><b>VALIDITY :</b> The offer shall be valid for 120 days from the due date of opening.</p>
13.	<p><b>ACCEPTANCE / REJECTION OF TENDER :</b> BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.</p>
14.	<p><b>EVALUATION :</b> Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.</p>
15.	<p><b>DEVIATION :</b> The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to</p>

Sr. No	Terms & Conditions
	bidder.
16.	<p><b>ARBITRATION :</b> All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.</p>
17.	<p><b>LEGAL SETTLEMENT :</b> All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi</p>
18.	<p><b>SUBCONTRACTING :</b> In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.</p>
19.	<p><b>RISK PURCHASE :</b> In case the successful bidder fails to supply or fails to comply with the terms &amp; conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.</p>
20.	<p><b>ADJUSTMENT OF RECOVERY:</b> Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.</p>
21.	<p><b>FORCE MAJEURE CONDITION:</b> If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.</p>
22.	<p><b>INTEGRITY PACT :</b> The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification. Name of Independent External monitor to be considered (IEM): Shri Kanwarjit Singh, IRS (Rtd.) Address: D-6/12, Ground Floor, Vasant Vihar, New Delhi - 110 057 E-mail address : <a href="mailto:kanwarfeb@gmail.com">kanwarfeb@gmail.com</a> This Integrity pact will be mandatory in all those cases where the estimated value of PO/Equipment is more than or equal to Rs. 10 Crores.</p>

Signature of Bidder  
Seal

Mentioned clauses of General Terms and Conditions are to be read as follows:

**Clause 1:**

2. Bid submission time: upto 02:00 PM of the due date of opening
3. Bid opening time: 02:30 PM on the same day.

**8. Not Applicable.**

**Clause 2: PRICES**

**A.1.: Applicable**

A.2.: Not applicable

**B.1.: Applicable.**

B.2. Not applicable.

B.3. Not applicable

**Clause 3: TERMS OF PAYMENT**

a.) 90% of Ex-works value along with 100% taxes, duties, Freight & Insurance within 60 days from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies).

- Receipted LR
- Excise invoice (if applicable)
- Delivery Challan or Packing list (casewise)
- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,
- MICC issued by BHEL,
- Guarantee certificate,
- copy of Performance Bank Guarantee
- All Test reports and inspection reports, (Not to be given to Finance)

b) 5% of Ex-works value on completion of supplies as per billing breakup.

c) 5% of Ex-works value on successful completion of Installation & Commissioning (To be certified by BHEL site).

**Annexure to GTC (BHEL/TBG/GTC/02-07) (for Indian Vendors only)**

**Enquiry No: 313E051, Dated 11.06.2013**

**Clause 16: ARBITRATION**

The arbitration shall be under 'The Arbitration and Conciliation act 1996'.

**For said/subject procurement, BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation.**

**Proposed Loading for commercial deviation will be as per annexure-1.**

**All remaining terms which are not mentioned here shall remain unchanged.**

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**Note-**

1. Proposed delivery plan is as follows: Immediate.

However vendor has to quote their best delivery plan in activity schedule.

1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of the three options mentioned in clause no.6 of the General terms and conditions (BHEL/TBG/GTC/02-07).

Mentioned clauses of General Terms and Conditions are to be read as follows:

**Clause 1:**

2. Bid submission time: upto 02:00 PM of the due date of opening

3. Bid opening time: 02:30 PM on the same day.

8. **Not Applicable.**

**Clause 2: PRICES**

**A.1.: Applicable**

A.2.: Not applicable

**B.1.: Applicable.**

B.2. Not applicable

B.3. Not applicable

**Clause 3: TERMS OF PAYMENT**

a.) 90% of Ex-works value along with 100% taxes, duties, Freight & Insurance within 60 days from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies).

- Receipted LR
- Excise invoice (if applicable)
- Delivery Challan or Packing list (casewise)
- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,
- MICC issued by BHEL,
- Guarantee certificate,
- copy of Performance Bank Guarantee
- All Test reports and inspection reports, (Not to be given to Finance)

b) 5% of Ex-works value on completion of supplies as per billing breakup.

c) 5% of Ex-works value on successful completion of Installation & Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)

LR to be read as Bill of Lading/AWB.

**Clause 16: ARBITRATION**

The arbitration shall be under 'The Arbitration and Conciliation act 1996'.

**For said/subject procurement, BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation.**

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**Annexure to GTC (BHEL/TBG/GTC/02-07) (for Foreign Vendors only)**

**Enquiry No: 313E051, Dated 11.06.2013**

**Proposed Loading for commercial deviation will be as per annexure-1.**

**All remaining terms which are not mentioned here shall remain unchanged.**

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**Note-**

1. Proposed delivery plan is as follows: Immediate.  
However vendor has to quote their best delivery plan in activity schedule.
2. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of the three options mentioned in clause no.6 of the General terms and conditions (BHEL/TBG/GTC/02-07).
3. Price Break up should consist of the following breakup :-
  - a- FOB port of Loading.
  - b- Marine Freight from load port to discharge port i.e. any Indian port.
  - c- Marine Insurance from load port to discharge port i.e. any Indian port.

**Marine Freight and Insurance to be quoted separately.**

BHEL may arrange Marine Shipment or exercise option for shipment by vendor at quoted F&I rates.

Freight & Insurance from discharge port to site – BHEL's scope. Rates will be based on BHEL's applicable rate contract for arriving at landed cost to BHEL. However vendor may also quote for the same.

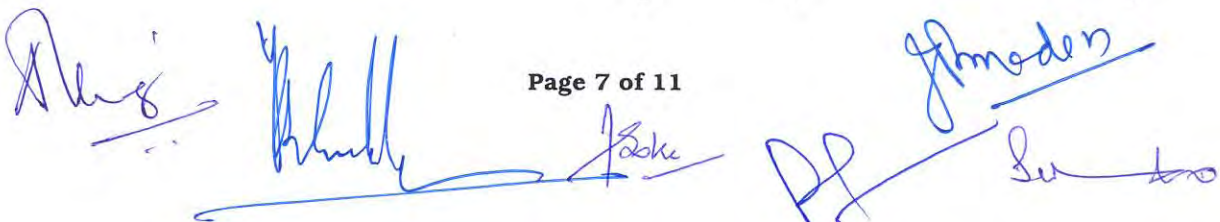
**Freight and Insurance to be quoted separately.**

Sr. No	Loading proposed
1	<b>TERMS OF PAYMENT :</b>
	<p>If a bidder asks for payment within specified no. of days from receipt of material at site, loading as following to be done : <i>(Standard payment terms as per P-5 to be put in GTC)</i></p> <p>0-29 days – 2% on total ex-works value  30-59 days – 1% on total ex-works value  60 days or more – no loading</p>
2	<b>GUARANTEE :</b>
	<p>If the offered Guarantee period is less than the tender guarantee period, the ex-works prices shall be loaded for the difference in the period (higher of the difference with respect to guarantee required from date of delivery and date of commissioning) @ 2.5% per year for number of months (fractional months to be rounded off to next higher). [2.5% is taken same as BHEL's corporate norms for complaint reserve (contractual obligation)]</p>
3	<b>DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</b>
	<p>Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause.</p>

**GENERAL TERMS AND CONDITIONS OF RA**

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 ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. 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 vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
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.

The bottom of the page features several handwritten signatures in blue ink. On the left, there is a signature that appears to be 'Raj'. In the center, there is a signature that looks like 'Bhaskar'. To the right of the center, there is a signature that appears to be 'Sanku'. On the far right, there is a signature that looks like 'Suresh'. There are also some other scribbles and marks in blue ink scattered around these signatures.



SCHEDULE OF COMMERCIAL DEVIATION

The following are the deviations/ variations exception from the General Terms and Conditions:

SL. NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF DEVIATION

- In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.
- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

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

Place: - .....

Date: - .....

Signature of the authorized representative of

Bidder's name:.....

Designation.....

Company Seal:.....



**SCHEDULE OF TECHNICAL DEVIATION**

The following are the deviations/ variations exception from the Specification:

SECTION	CLAUSE NO. / PAGE NO.	STATEMENT OF DEVIATION/ VARIATIONS/EXCEPTIONS

- In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.
- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

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

Place: - .....

Date: - .....

Signature of the authorized representative of

Bidder's Name:.....

Designation:.....

Company Seal:.....

**ACTIVITY SCHEDULE****(SEPARATE ACTIVITY SCHEDULE TO BE FILLED-UP FOR EACH PROJECT BY THE SUPPLIER)**

SI. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	CUMULATIVE TIME IN WEEKS FROM LOI / PO DATE	REMARKS IF ANY
1.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Date sheet etc.			
2.	Approval of documents from BHEL / Customer *			
3.	Manufacturing time			
4.	Inspection call			
5.	Customer Inspection & Despatch Clearance			
6.	Dispatch			
7.	Transit Time to Destination			

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

Signature of Supplier

Date:

Un-Priced SCHEDULE (For Indian vendors only) (Part II)

**( BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT )**

ENQUIRY NO: 313E051, Dtd: 11.06.2013

S.No.	Description of Item	Unit	Quantity	Unit Price Ex-works	Total Ex-Works	Unit F & I	Total F & I	ED @____ % of Col6	CST / ST @____% of (Col 6+9)	TOTAL (FOR Destination) PRICE (Rs.)
1	2	3		5	6	7	8	9	10	11

NOTE: 1.VENDOR TO INDICATE APPLICABLE LOCAL TAX/VAT WITHOUT AS ANY CONCESSIONAL FORMS FOR TRANSACTION WITHIN THE STATE.LOCAL TAX/VAT\_\_\_\_\_

2. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID ( i.e. WITH ALL PRICE BLANKED )

SHALL BE FURNISHED ALONGWITH TECHO-COMMERCIAL BID.

3. REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.

4. THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.

5.IN CASE OF CST RATE AGAINST 'C' FORM SHALL BE QUOTED.

TENDERER

