

Enquiry

Bharat Heavy Electricals Limited
Transmission Business Group
Materials Management



Project : PGCIL N.E.AGRA HVDC

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
313E117	06-Aug-13	0		342230113	Package	Customer	03-Sep-13	Delivery Plan as follows: a) For Agra A (2 sets): 11.11.13 and b) For Agra B (2 sets): 10.02.14. However vendor to quote their best delivery plan in the activity schedule.	As per Technical Specification No:TB-343-558-038, Rev.05	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	GAS GENSET 1500KVA GAS GENSET	NO	4								NOTE:PLEASE NOTE THAT ALL THE CORIGENDUM ISSUED EARLIER HAVE BEEN MADE PART OF THE REVISED TECHNICAL SPECIFICATION NO TB-343-558-038, REV-05

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@bhelindustry.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 reenter 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 reenter 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@bhelindustry.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.


for BHARAT HEAVY ELECTRICALS LTD

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: 011-41793293 / 24302293
Fax: 011-24365869

Signature and Seal of Tenderer

Enquiry No : 313E117 Enquiry Dt : 06-Aug-13

PQR Open Tender

Gas Genset

- (1)** The bidder should have designed, supplied, erected & commissioned similar equipment of same or high capacity for similar application, which should be in operation for the last two years as on the date of opening of Techno-Commercial Bid. Certificates to this effect shall be submitted by bidders in their respective bids in support of their claim of fulfilling this requirement.
- (2)** Final acceptance of offer shall be subject to vendor approval from POWERGRID. Price Bid will be opened/ RA will be conducted (as the case may be) only for those bidders in respect of which vendor approval is received from POWERGRID.

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

GENERAL TERMS AND CONDITIONS FOR 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	ENQUIRY NO. 313E117, DATED 06.08.13
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 and otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 14.00 Hrs. of the due date of opening.</p> <p><u>Location of Tender Box :</u></p> <p>Ground Floor, Room No. - 1</p> <p>3. The same shall be opened at 14.30 Hrs. on the same day. Tenders received late shall be rejected. Bidders must ensure that tender documents are deposited on or before due date.</p> <p>Bidders are required to submit their credentials along with Techno-Commercial bid to substantiate the qualifying requirement. The bid of bidder will be accepted subject to vendor approval by Customer.</p> <p>4. Bids are to be submitted in Two parts:</p> <p>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 as confirmation that the bidder has quoted for all the items / services mentioned in price bid format.</p> <p>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. If there is a calculation mistake in multiplication of unit rate with quantity, then the unit rate quoted will be considered for calculation.</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>Note: Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening.</p> <p>5. <u>For any Technical clarification, please contact:</u></p> <p>Mr. Asif Rizvi (Engineer-TBEM) BHEL, Integrated Office Complex, Lodhi Road, New Delhi – 110 003 Phone : 011-41793230 Fax : 011-41793221 e-mail :asifrizvi@bhelindustry.com</p>

Sr. No	ENQUIRY NO. 313E117, DATED 06.08.13
	<p><u>For any Commercial clarification, please contact:</u></p> <p>Sh. Rajiv Ranjan, Dy. Manager (TBMM) / Sh. Puneet Parmesh, Engr. (TBMM) Material Management Division, Transmission Business Group, BHEL, Integrated Office Complex, Lodhi Road, New Delhi – 110 003 Phone : 091-11-41793293, 091-11-41793139 Fax :011-24365869. Email: rajiv@bhelindustry.com, parmesh@bhelindustry.com</p> <p>6. Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>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. Withdrawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. 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> <p>9. Authorized signatory should authenticate tender documents.</p>
2.	<p>PRICES:</p> <p>Unless specifically indicated, all prices shall be FIRM. No enhancement of rate for whatever cause unless and until asked by BHEL will be allowed.</p> <p><u>Project Status: Domestic</u></p> <p>The break-up of price shall be as under:-</p> <ul style="list-style-type: none"> • Ex-Works price for Indian Vendors. • FOB / CIF price for Overseas vendors. • Destination Port (Any Indian Port) • Vendor to mention Port of Loading (.....) <p><u>Freight & Insurance:</u></p> <p>Indian vendors to quote Freight & Insurance from works to site.</p> <p>Foreign vendors to quote Freight & Insurance charges from port of loading to port of discharge (Any Indian Port) and Transportation from Port of Discharge to site including insurance.</p> <p>NOTE: Custom Duty and other taxes will be in Vendors account. (For Foreign Bidders)</p> <p>Type Test charges: If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p>Erection / Commissioning charges: If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p>

Sr. No	ENQUIRY NO. 313E117, DATED 06.08.13
	<p><u>For evaluation purpose:</u></p> <p>Price quoted in any currency will be converted to Indian rupee at the TT Selling Rate of SBI in India on the date of Techno – Commercial Bid opening.</p> <p><u>For Indian Vendors:</u></p> <p>The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p> <p>a) Ex-works Price: Ex- works price including packing & forwarding charges.</p> <p>b) Excise duty: ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p>c) Sales Tax: 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>d) Entry tax / Octroi Charges: Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p>e) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p>f) Type Test charges: If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p>g) Erection / Commissioning charges: If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p><u>NOTE:</u></p> <p>The purchase order shall be placed on Ex- Works basis for Indian Vendor.</p> <p>For overseas Vendor, the order is proposed to be placed on CIF basis.</p> <p>The evaluation of bids shall be done on delivered cost to BHEL.</p> <p>"BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation".</p>
3.	<p><u>TERMS OF PAYMENT:-</u></p> <p>90 % Payment with Taxes, Duties, Freight & Insurance within 60 days from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies):</p> <ul style="list-style-type: none"> - Receipted LR (for Indigenous supplies)/ BL (for Imported Supplies) - Excise invoice (If Applicable) <ul style="list-style-type: none"> - Delivery Challan or Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers <ul style="list-style-type: none"> - MICC - Guarantee Certificate - Copy of Performance Bank Guarantee.

Sr. No	ENQUIRY NO. 313E117, DATED 06.08.13
	<p>5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>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>[A.] Documents to be furnished by vendor immediately after dispatch:</p> <ul style="list-style-type: none"> - Copy of Invoice - Copy of LR - Copy of Delivery Challan / Packing List - Copy of Insurance Certificate - Copy of Guarantee Certificate <p>[B.] Following Documents to be sent by vendor to TBG, New Delhi :</p> <ul style="list-style-type: none"> - Receipted LR / BL - Excise invoice (If Applicable) - Delivery Challan / Packing list (case wise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers - Dispatch Clearance / MICC - Guarantee certificate - All Test & Inspection Reports <p>Note: Foreign Vendors may opt for LC. In case of payment through LC, all LC charges will be in suppliers account and will be opened only after receipt of Performance Bank Guarantee as per clause no 5.</p> <p>INTEREST LIABILITY In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
4	<p>GUARANTEE: The equipment / material shall be guaranteed for 18 months from the date of delivery at site or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site.</p>
5.	<p><u>SECURITY CUM PERFORMANCE BANK GUARANTEE:</u></p> <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><u>Option A:</u> Not Applicable.</p> <p><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.</p> <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>

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	<p>In case BG period is expiring before expiry of Guarantee Period, vendor(applicable for both Indian as well overseas vendors) will have to keep the BG extended suitably till the end of Guarantee Period. BG will be required to be submitted before opening of L/C.</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>
6.	<p>INSPECTION: 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.</p> <p>Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p>
7.	<p>DESPATCH DOCUMENTS : Following despatch documents are to be immediately sent to purchaser on despatch.</p> <ul style="list-style-type: none"> - Copy of LR/BL - Copy of delivery challan / packing list - Insurance certificate - Guarantee certificate - Certificate for Country of Origin (applicable in case of Imported Items)
8.	<p>DELIVERY PERIOD: 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>
9.	<p>DELAYED DELIVERY: In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works/ FOB Value per week or part there-of subject to maximum of 5% of total Ex-Works/ FOB value of P.O. will be withheld.</p>
10.	<p>VALIDITY : The offer shall be valid for 120 days from the due date of opening.</p>
11.	<p>ACCEPTANCE / REJECTION OF TENDER : 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>
12.	<p>DEVIATION : 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 bidder.</p>
13.	<p>ARBITRATION : 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>

Sr. No	ENQUIRY NO. 313E117, DATED 06.08.13
14.	FINAL ENGINEERING DOCUMENTATION: 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.
15.	LEGAL SETTLEMENT : All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi
16.	SUBCONTRACTING : 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.
17.	RISK PURCHASE : In case the successful bidder fails to supply or fails to comply with the terms & 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.
18.	ADJUSTMENT OF RECOVERY: 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.
19	FORCE MAJEURE CONDITION: 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.
20	INTEGRITY PACT : The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification. Name of Independent External monitor to be considered (IEM): Shri Kanwarjit Singh, IRS (Rtd.) Address: D-6/11, Ground Floor, Vasant Vihar, New Delhi - 110 057 E-mail address : kanwarfeb@gmail.com 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.
21.	DEMURRAGE / WHARFAGE: For the reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any, paid by BHEL (for stated reasons).
22.	EVALUATION: Comparative statement shall be prepared based on overall quantity unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.

Signature of Bidder
Seal

Sr. No	Loading proposed
1	TERMS OF PAYMENT :
	<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	GUARANTEE :
	<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	DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:
	<p>Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause.</p>

UNDERTAKING by Vendors/Contractors for HVDC-NE AGRA project

(± 800kV, 6000MW HVDC Multi Terminal System Package associated with North East/Eastern Region – Northern / Western Region Interconnector – I Project (C-61901R-S056-8))

- a) Bribery and Corruption:**-- We represent and warrant that we will not directly or indirectly make any payment, gift or other commitment to BHEL, to government officials or to agents, directors and employees of BHEL, ABB, POWERGRID or any other party associated with this project in a manner contrary to applicable laws and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.
- b) Confidentiality:**-- We undertake to keep confidential all written and verbal information received from BHEL /POWERGRID in connection with this project. Further, we undertake that the written and verbal information (data, drawings etc) received from BHEL in connection to this project shall not be used for any purpose other than for the purpose of supply or services for this project for which it is intended.

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

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

We understand that in the event of non-compliance of clauses a) and / or b) above, M/s BHEL reserves the right to terminate the Purchase Order / Contract Agreement placed on us for the above package after due notice and forfeit Security Deposit, black list or debar us from any contract with your organization for the period as deemed fit by BHEL and recover the loss, damages, cost of expenses incurred in getting the balance work/balance supplies done through other agencies. We also understand unambiguously that we will require all our sub-vendors and sub-contractors for this project (as applicable) to strictly adhere to these provisions.

Place **(Authorized Signatory of Vendor / Contractor with Seal)**

“In the name and on behalf of the Company’s CEO”

Date



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			
8.	ETC			

- 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.

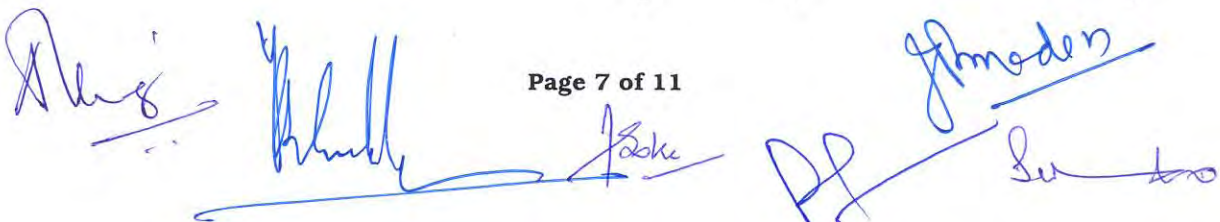
Signature of Supplier

Date:

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 lines in blue ink scattered around these signatures.

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

TERMS & CONDITIONS FOR INSTALLATION SERVICES

NOTE: This format is to be submitted in original only, duly filled in. Reproduction of this format on bidder's letter head or on other paper is not acceptable.

Sl. No.	Terms & Conditions
1.0	<u>SCOPE OF WORK:</u> The scope of work of the successful tenderer shall comprise but not limited to the following:
1.1	Receipt of equipment / material at site, unloading, handling, transportation to storage area.
1.2	Inspection/ verification of equipment/ materials received for any shortage/ damage after opening the packing cases and intimating the same to BHEL/ Owner and underwriters within the time period specified by BHEL and to strictly follow the procedures specified. Storage of equipment indoor / open stores in line with the instruction of the BHEL.
1.3	Conservation/ maintenance/ upkeep of the equipment in the store.
1.4	Temporary lighting in stores and construction area wherever required for their work.
1.5	Safety/ Security of equipments/ materials.
1.6	Transportation of equipment/ materials from stores to erection site, erection of equipment/ materials in line with the drawings/ instructions to be furnished by BHEL, testing and commissioning and handing over.
1.7	Maintenance of associated equipment till handing over, any other activity necessary for completion of the job but not specifically mentioned in this specification.
1.8	Unloading/ Transportation/ Storing/ Up keeping and handing over of spare items/ equipment.
2.0	<u>TESTING AND COMMISSIONING :</u>
2.1	All the electrical / mechanical test of the materials and equipment shall be arranged by the contractor as per standard specification / Field Quality Plan / Erection Manual / Directive of the Site Engineer/ and Owner. The contractor shall fill the check list for storage, erection, testing and commissioning of all their equipment as per BHEL systems to ensure proper quality of work.
2.2	All the testing equipment required to carry out the site test for all their equipment or the erected equipment shall be arranged by the contractor at his own cost. However, necessary instructions and guidelines will be given by BHEL/Owner.
2.3	The contractor shall be completely responsible for the satisfactory erection and providing test equipment and skilled manpower for testing, commissioning of all equipment.
2.4	Before charging, the system shall have to be approved by Statutory Govt. Authorities like Electrical Inspector, other concerned agency and the contractor has to arrange approval for the same.

SL. No.	Terms & Conditions
3.0	<u>CONSUMABLES:</u>
3.1	The contractor shall provide adequate inventory of necessary consumables at Site prior to erection so that timely completion of the works under the contract is not held up due to non availability of spares/ consumables.
4.0	<u>COMMENCEMENT OF WORK:</u> Project start / zero date for this work shall be issue date of letter of intent or as specified in P.O.
5.0	<u>COMPLETION SCHEDULE:</u>
5.1	The entire work under this tender is required to be completed as specified in NIT / Enquiry.
6.0	<u>OVER RUN CHARGES:</u>
6.1	No over run charges are payable.
7.0	<u>IDLE LABOUR CHARGES:</u>
7.1	No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
8.0	<u>SECURITY-CUM-PERFORMANCE GUARANTEE:</u>
8.1	The contractor shall furnish security-cum-performance BG for 10% of total contract value within two weeks of placement of work order valid till guarantee period on a non-judicial stamp paper of appropriate value from a nationalised bank or any scheduled bank as per RBI guidelines (excluding cooperative bank) in the prescribed format . The BG should be sent directly by your banker to us.
9.0	<u>INSURANCE:</u>
9.1	The Contractor shall take insurance cover(s) to cover his Tools and Plant assets, workman compensation and third party liability. The contractor shall make available the original insurance cover(s) to the Engineer for necessary verification before commencement of work.
10.0	<u>QUANTITY VARIATION:</u>
10.1	In case of item rate contract, the contract value is subject to variation based on the actual quantity executed within $\pm 30\%$. Quantities of individual items may vary to any extent or may get deleted. No compensation is payable due to variation in quantity. If the work is to be executed on "Lumpsum" basis for the Package, no variation of contract value shall be admissible to the contractor within the scope of contract, as long as the inputs remain unchanged. In case of change in scope after award of the contract, the additions/ deletions to the scope shall be settled at mutually agreed rates.
11.0	<u>GUARANTEE:</u>
11.1	Though the work will be carried out under the supervision of BHEL Engineers, the contractor shall be responsible for the quality of the workmanship and shall guarantee the work done for a period of 15 months from the date of putting the complete system into commercial operation or 18 months from the date the system is declared completely erected, duly tested and accepted by customer, whichever is later and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the contractor failing to repair the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost without prejudice to any other rights under the contract and recover the same from security deposit/ other dues of this project or any other project executed by the contractor.

Sl No.	Terms & Conditions
12.0	<p><u>TERMS OF PAYMENT:</u></p> <p>The terms of payment shall be as under unless specified elsewhere.</p>
12.1	No mobilisation advance is payable
12.2	70% of the contract price on the monthly progressive bills on pro-rata basis for the unloading, storage and erection work completed as certified by BHEL, Engineer.
12.3	20% after testing of equipments on pro-rata basis & completion of satisfactory commissioning.
12.4	10% of the contract price after acceptance test, retest if any, PG Test and handing over.
12.5	The payment due to the contractor shall be released after deducting income tax wherever deductible at source as per Indian. Income tax act and BHEL will issue appropriate certificate to the contractor after tax deduction.
12.6	All taxes (excluding Service Tax) including sales tax, works tax, etc., if any shall be to the contractor's account. Service Tax as applicable shall be indicated extra in Price Bid as well as Unprice Bid, however In case indicated as inclusive in quoted price no variation shall be applicable. All charges on account of Octroi, Terminal tax and / or other duties on materials obtained for the work shall be borne by the contractor.
13.0	<u>ESCALATION / PRICE VARIATION:</u>
13.1	Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.
14.0	<u>COMPENSATION FOR DELAY IN EXECUTION:</u>
14.1	In case the contractor fails to complete the work within the time specified or any extension thereof subject to force major condition, the contractor shall be liable to pay by way of compensation, a sum equal to half percent (½%) of the contract price, per calendar week or part thereof by which the commissioning is delayed, subject to a ceiling of 10% of the contract price.
15.0	<u>FACILITIES TO BE PROVIDED AT SITE BY THE CONTRACTOR:</u>
15.1	Watch and ward for the stores and safe custody of the equipment in the scope of Contractor shall be their responsibility.
15.2	It is the responsibility of the contractor to dismantle and take away all the materials of his office accommodation as soon as the work is handed over to BHEL/Owner and clean the area of debris.
16.0	<u>ADDITIONAL EXPENDITURE:</u>
16.1	In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.
17.0	<u>REGULATION OF LOCAL AUTHORITIES AND STATUS :</u>
17.1	The contractor shall comply with all state and central laws, statutory rules, regulations etc., such as : The payment of wages to, the minimum wages Act. The workmen compensation Act., The employees liability Act., The industrial dispute Act., the employees provident fund Act., Employees state insurance scheme, The contract labour (regulation & abolition) Act 1970 and other Acts, Rules and regulations for labour as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction at site. The contractor shall given to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

Sl. No.	Terms & Conditions
17.2	The contractor, as required, will obtain independent license under the contract labour (Regulations and Abolition) Act. 1970 from the concerned authorities based on the certificate (Form-V) issued by the principal Employer/ Customer.
17.3	The contractor shall pay all taxes, fees, license charges deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any of such payments, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
18.0	<u>DISCIPLINE OF WORKMEN:</u>
18.1	The contractor shall adhere to the disciplinary procedure set by the owner in respect of his employees and workman at site.
19.0	<u>ELECTRICITY & WATER:</u>
19.1	Electricity for construction work shall be provided at one point on free of cost basis. The contractor shall have to make their own arrangements for distribution to various locations for their works including proper switch/fuse units, distribution boards, cables poles etc. to ensure safety of men and equipment. If required the contractor shall employ diesel operative equipment in addition to electric operated ones to ensure timely completion of work.
19.2	Unless stated otherwise, the contractor shall make his own adequate arrangement for procuring clear water to be used in various works.
20.1	<u>FORCE MAJEURE:</u>
20.2	The following shall amount to force majeure conditions: Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes, over which the contractor has no control.
21.0	<u>ARBITRATION:</u>
21.1	In case of any dispute, a sole arbitrator will be appointed by BHEL and whose decision would be final and binding on both the parties. The place of arbitration shall be any Indian city as decided by BHEL.
22.	<u>VALIDITY OF OFFER:</u>
22.1	The offer shall be valid for 120 days from the date of opening.

We understand that the bids having deviation (s) w.r.t tender are to be out rightly rejected. BHEL, however at their discretion, if consider the bid, have undisputable right to load the prices for price comparison as they deem fit.

Signature of Supplier
With seal

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

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

ENQUIRY NO: 313E117, Dtd:06.08.13

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.)	Unit ETC Charges (Rs)	Service Tax @-----%	TOTAL ETC Charges (Rs.)
1	2	3		5	6	7	8	9	10	11	12	13	14

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

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

- 2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealing 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 of the contract, if already awarded, can be terminated for such reason.

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

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

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / contractor(s). The Bidder(s) /Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices or believes to notice, a violation of this Agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.6 The Monitor will submit a written report to the CMD, BHEL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL, shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL, has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged / determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered Office of the Principal i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

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

Place _____

Date _____

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
