



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
342E311	23-Nov-12	0		342220261	Package	Customer	28-Dec-12	As Per BHEL TBG standard terms and Conditions	As per Technical Specification-TB-343-553-040-A Rev.01	Engineer-TBMM

Document Enclosed

SN	Equipment	Phy Unit	Qty	Unit Exworks	Unit Packing	% ED	% CST	% VAT	% ST	Unit F&I	Plan Dt	Comments
1	AIR CONDITIONING EQUIPMENT AIR CONDITIONING & VENTILATION SYSTEM	LOT	1								30-Apr-13	CONTRACT SHALL BE ON LUMP SUM BASIS FOR THE SCOPE DEFINED UNDER ENCLOSED TECHNICAL SPECIFICATION NO. TB-343-553-040A, REV-01

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

Vivek
23. 11. 12

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
Dibyendu Ghosh
Sr Manager
TBG, Industry Sector,
Integrated Office Complex,
Lodhi Road,
New Delhi-110003

Ph: 011-41793456 / 24302456
Fax: 011-24365869

Enquiry No : 342E311 Enquiry Dt : 23-Nov-12

Signature and Seal of Tenderer

**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 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 02.00 PM of the due date of opening in Material Management Division, Transmission Business Group, BHEL, Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi – 110 003.</p> <p>3. The same shall be opened at 02.30 PM 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. Asif Rizvi (Engineer) BHEL, Integrated Office Complex, Lodhi Road, New Delhi – 110 003 Phone : 011-41793230 Fax : 011-41793221 e-mail : asifrizvi@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 & 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</p>

Sr. No	Terms & Conditions
	<p>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.</p> <p>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material 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>PRICES:</p> <p><RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY></p> <p>A.1. 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>A.2. PVC (if indicated) The prices to be quoted are with PVC with following formula.</p> <p><i><Formula></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 The prices shall be quoted by the vendors considering following.</p> <p>B.1. Unless specifically indicated, the prices shall be on Domestic basis.</p> <p>B.2. Deemed export (if indicated)</p> <p>i) Prices are to be quoted considering following benefits:</p> <ol style="list-style-type: none"> 1. ----- 2. ----- 3. ----- <p>ii) For availing above benefits, BHEL shall provide following documents.</p> <ol style="list-style-type: none"> 1. ----- 2. ----- <p>iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.</p> <p>B.3. Physical export (if indicated)</p> <p>i) Prices are to be quoted considering following benefits</p> <ol style="list-style-type: none"> 1. ----- 2. ----- <p>ii) For availing above benefits BHEL shall provide following documents</p> <ol style="list-style-type: none"> 1. 2. <p>C. The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p>

Sr. No	Terms & Conditions
	<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>e) Entry tax / Octroi Charges: Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p>f) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p>g) 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>h) Erection / Commissioning supervision charges: 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>TERMS OF PAYMENT :</p> <p><RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY></p> <p><u>For BOIs (non package items)</u></p> <p>100% payment along with taxes, duties, Freight & Insurance within 60 days from the date of receipt of complete invoice containing following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> - Receipted LR - Excise invoice (where ED re-imburement is required) - Delivery Challan / Packing list (case wise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - MICC issued by BHEL, - Guarantee certificate, - All Test reports and inspection reports, - Performance Bank Guarantee copy. <p><u>For BOPs : Air-Conditioning & Ventilation, Fire Protection, Illumination, Oil handling system where ETC is in scope of bidder</u></p> <p>a. 90% of Ex-works value along with 100% taxes, duties, Freight & 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"> - Receipted LR / RR - Excise invoice (where ED re-imburement is required) - Delivery Challan / Packing list (case wise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - MICC issued by BHEL, - Guarantee certificate, - All Test reports and inspection reports,

Sr. No	Terms & Conditions
	<p>- Performance Bank Guarantee copy.</p> <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 along with (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>
4.	<p>INTEREST LIABILITY In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p>GUARANTEE : The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.</p> <p><FOLLOWING TO BE DELETED IN ALL ENQUIRY OTHER THAN ILLUMINATION PACKAGE></p> <p>However for Illumination system after commissioning Lamps, Tubes, Ballast, Starters, Capacitors, Fuses will not be covered in Guarantee.</p>
6.	<p>PERFORMANCE BANK GUARANTEE :</p> <p><PBG CLAUSE TO BE REMOVED BEFORE ISSUE OF ENQUIRY FOR ITEMS FOR WHICH PBG IS NOT REQUIRED></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> 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.</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> <p><u>Note :</u> For Shield wire, Earthing material, Cable gland, Cable Trench material,</p>

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	<p>GI/PVC pipe, Hardware, Al tube, MS Rod, Label & phase colour disc, HG Fuse, Ferrule, Lug, Marker, Stationary, Office equipment 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>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.</p>
8.	<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>
9.	<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 - Copy of delivery challan / packing list - Insurance certificate - Guarantee certificate
10.	<p>DELIVERY PERIOD: Bidder to specify delivery period in weeks from the date of LOI / PO.</p> <p>Time for conduction of type test, if required, is to be separately indicated.</p> <p><u>Note:</u> LR date or Invoice date whichever is later shall be considered as delivery date.</p>
11.	<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 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>VALIDITY : The offer shall be valid for 120 days from the due date of opening.</p>
13.	<p>ACCEPTANCE / REJECTION OF TENDER : BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof.</p> <p>BHEL also reserves right to vary the quantities mentioned in the tender.</p>
14.	<p>EVALUATION : 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>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>
16.	<p>ARBITRATION :</p>

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	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.
17.	LEGAL SETTLEMENT : All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi
18.	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.
19.	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.
20.	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.
21.	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.
22.	MQP: Vendor to submit approved MQP in-line with requirement of customer.

Signature of Bidder
Seal

Annexure to GTC (BHEL/TBG/GTC/02-07) (For Indian Suppliers only)
Enquiry No. 342E311 Dated: 23.11.2012

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

Clause 1:

2. Bid submission time: up to 14:00 Hrs. of the due date of opening
3. Bid opening time: 14:30 Hrs. the due date of opening

Clause 2: PRICES

- A.1.: **Applicable**
A.2.: **Not applicable**

- B.1.: **Applicable- Domestic Project: Excise Duty, CST/VAT and Custom Duty etc. applicable (Exemption/Benefits not available)**
B.2. **Not Applicable**
B.3. **Not applicable**

Clause 3: TERMS OF PAYMENT

Terms for BOP is applicable
Terms for BOI is not applicable

Clause 16: ARBITRATION

The Arbitration shall be under "The Arbitration and conciliation act 1996".

Note:

1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of options B and C (**Option A is not applicable**) mentioned in clause no.6 of the General terms and conditions (BHEL/TBG/GTC/02-07).

2. Proposed delivery plan is by 30-Apr-2013; however vendor has to quote their best delivery plan in activity schedule.

3. **BHEL reserves the right to resort to Reserve Auction to obtain best prices.**

4. Excise duty & Sales Tax:

i) Vendor's factory/works supplied items:-

For the above vendor's factory/works supplied items vendor shall be required to indicate specific rate of Excise Duty applicable (with Excise Duty tariff category no.). The Excise Duty shall be reimbursed on his factory supplied item against requisite documentary evidence. The invoice cum excise duty gate pass for these items should contain the name of ultimate consignee as specified in the order/contract. Sales Tax/VAT rate should be clearly indicated by vendor separately for the above items for getting reimbursement from purchaser.

ii) Vendor's bought out (Not vendor's factory/work's supplied items):-

No excise duty shall be payable by BHEL on inputs, bought out items, raw materials and components consigned directly to site from sources other than vendor's factory/works. The ex-works price of these items should be inclusive of duties and no statutory variation/reimbursement shall be permissible. Sales Tax/VAT on direct sales by seller /contractor to the purchaser shall be reimbursed if the same is indicated as extra. For this purpose vendor shall have to indicate the applicable rate in his price bid. If the Sales Tax/VAT is indicated as inclusive in ex-works prices it will not be eligible for reimbursement/variation from BHEL.

5. PRE BID DISCUSSION with suppliers shall be held on 07th Dec 2012 at 11.00 AM at BHEL-TBG Integrated office complex, Lodhi Road, New Delhi

6. PQR and Undertaking by vendors for N.E. Agra Project shall be applicable. Documents listed in PQR shall be furnished with Part-I of Bid.

7. Site Address:

±800 kV, 6000MW HVDC Multi terminal
NER/ER Interconnector-I
12.6 KM, Mile Stone on Shamshabad Road
P.O. Shyamo,
Agra (U.P.) INDIA
PIN-282003

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

Annexure to GTC (BHEL/TBG/GTC/02-07) (For Foreign Suppliers only)
Enquiry No.342E311 Dated: 23.11.2012

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

Clause 1:

2. Bid submission time: up to 14:00 Hrs. of the due date of opening
3. Bid opening time: 14:30 Hrs. the due date of opening

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

LR to be read as Bill of Lading/AWB

Terms for BOP is applicable

Terms for BOI is not applicable

Clause 16: ARBITRATION

The Arbitration shall be under "The Arbitration and conciliation act 1996".

Note:

1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of the options B and C (**Option A is not applicable**) mentioned in clause no.6 of the General terms and conditions (BHEL/TBG/GTC/02-07).
2. Proposed delivery plan is by **30-Apr-2013**; however vendor has to quote their best delivery plan in activity schedule.
3. **BHEL reserves the right to resort to Reserve Auction to obtain best prices.**
4. 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.
Vendor to also quote for freight & Insurance from discharge port to site.

However BHEL may include transportation and/or Insurance from discharge port to site in its scope. Rates will be based on BHEL's applicable rate contract for arriving at landed cost to BHEL.

Freight and Insurance to be quoted separately.

5. **If Custom clearance is in BHEL's scope, all applicable taxes and duties etc shall be loaded, if required, for arriving at landed cost to BHEL.**

6. **PRE BID DISCUSSION with suppliers shall be held on 07th Dec 2012 at 11.00 AM at BHEL-TBG Integrated office complex, Lodhi Road, New Delhi**

7. PQR and Undertaking by vendors for N.E. Agra Project shall be applicable. Documents listed in PQR shall be furnished with Part-I of Bid.

8. Site Address:

±800 kV, 6000MW HVDC Multi terminal
NER/ER Interconnector-I
12.6 KM, Mile Stone on Shamshabad Road
P.O. Shyamo,
Agra (U.P.) INDIA
PIN-282003

All remaining terms which are not mentioned here shall remain unchanged



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)

Sl. 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 & Dispatch Clearance			
6.	Transportation to Destination.			
7.	Erection Testing & Commissioning (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:

SCHEDULE OF PRICE (For Indian vendors only) (Part II)

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

ENQUIRY NO:342E311 , Dtd:23.11.2012

S.No.	Description of Item	Unit	Quantity	Unit Price Ex-works (Rs.)	Total Ex-Works (Rs.)	Unit F & I upto AGRA Site (Rs.)	Total F & I (Rs.)	ED @ ___ % of Col6 (Rs.)	CST / ST/VAT @ ___% of (Col 6+9) (Rs.)	TOTAL (FOR Destination) (Col. 6+8+9+10) PRICE (Rs.)	Unit ETC charges (Rs.)	Total ETC Charges (Rs.)	Service Tax @--- % (Rs.)	Total ETC Charges (Col. 13+14) (Rs.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
i	Vendor's self manufactured factory/works supplied items of the complete package -AIR CONDITIONING EQUIPMENT - AIR CONDITIONING & VENTILATION SYSTEM as per Technical Specification-TB-343-553-040-A Rev.01	Lot	1											
ii	Balance items (Bought-Out/sub-vendor items) of the complete package as above	Lot	1											

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 TECHNO-COMMERCIAL BID.

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

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

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

TENDERER

SCHEDULE OF PRICE (For Foreign vendors only) (Part II)

Unpriced price bid to be kept with Techno-commercial offer. Price bid should be kept in separate sealed cover.

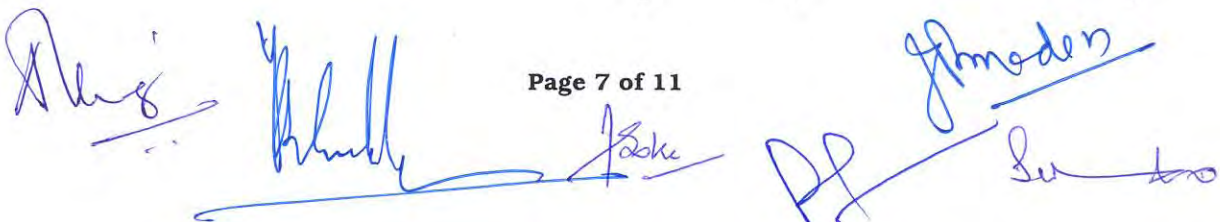
ENQUIRY NO: 342E311, Dtd:23.11.2012

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Sr. No.	Name of item	Tariff No.	Qty	Unit-CIF (Indian Sea port----)}	Total -CIF (Indian Sea port----)}	Break up of CIF (Indian 'Any' Sea port) rates						Breakup of Inland Transportation				ERECTION, TESTING & COMMISSIONING (ETC)			
						Unit -FOB (Load port----)	Total -FOB (Load port----)	Unit-Sea Freight (upto indian Discharge port----)	Total-Sea Freight (upto indian Discharge port----)	Unit-Insurance(upto indian Discharge port-----)	Total-Insurance(upto indian Discharge port-----)	Unit-Freight (from Indian Discharge port to site)	Unit-Insurance (from Indian Discharge port to site-Agra)	Total-Freight (from Indian Discharge port to site -Agra)	Total-Insurance (from Indian Discharge port to site -Agra)	Unit ETC Charges	Total ETC charges	Service Tax @ ----%	Total ETC Charges (Col. R+S)
1	AIR CONDITIONING EQUIPMENT - AIR CONDITIONING & VENTILATION SYSTEM as per Technical Specification-TB-343-553-040-A Rev.01		1 Lot																
	Total																		
NOTE-																			
Discharge Port:- Indian Sea Port (Any Indian port)																			
CIF (indian port) should be equal to "FOB(load port) + Sea Freight (upto indian Sea port) +Insurance(upto Indian Sea port)"																			
Load port to be mentioned by bidder .																			
No of package with Dimensions and type of cargo/Break Bulk/LCL/FCL) and no. of container (with type of container) required-Is also to be mentioned by bidder.																			
Vendor has to mention tariff no. against each item for custom duty purpose.																			
Bidder has to mention quoted (in each cell) in unpriced price bid																			
Currency to be mentioned otherwise it will be considered in Indian Rs.																			

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.

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

**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 nationalized 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 starting from the date of the completion of rectification. 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 mobilization 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 including sales tax, works tax, service tax etc., if any shall be to the contractor's account. 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 give 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

PQR

Air Conditioning & Ventilation System

Dated 07.11.12

(1) Bidder should be approved by POWERGRID. In case Bidder is not already approved, Bidder is required to obtain POWERGRID approval before price bid is opened. As per the requirements of the project, it is mandatory for the vendor to submit requisite details as well as a self assessment report covering all the 16 points given below (to the extent available) to POWERGRID :

1. Registration / License of the works
2. Evidence that the proposed sub-vendor is manufacturer of the item.
3. Organization chart with name and qualification of key persons.
4. List of Plant and Machinery.
5. List of testing equipment to carry out all the routine tests in-house along with their calibration status.
6. List of Raw material, bought out items with sourcing details.
7. List of supplies made to other utilities in last three years.
8. Third party approval, if any (viz. ISO, BIS).
9. Copy of Quality Manual (if ISO certified).
10. Pollution clearance wherever applicable.
11. Sanctioned load and Backup power/Shed area/Storage area.
12. Formats for RM, in process and acceptance testing.
13. Type test approvals conducted in last 5 years, if applicable.
14. Performance Certificates from Customers.
15. Company Brochure/ Product Catalogues.
16. Photographs of factory, plant and machinery & testing facilities.

The vendor will be required to take POWERGRID approval (independent from BHEL) based on the above assessment report within 6 weeks, to be considered for further tendering process. Any cost incurred on account of a physical assessment conducted by POWERGRID, if required, will be borne by the vendor only.

If the Vendor is unable to get the approval from POWERGRID within 6 weeks of date of receipt of NIT at their end, they will be disqualified from the bidding process without further notice.

(2) The bidder should have designed, supplied, erected & commissioned similar equipment of same or high capacity, which should be in operation for the last two years as on the date of bid opening.

(3) Inspection shall be carried out by BHEL/POWERGRID approved data Sheet, Technical specifications and Drawings as per inspection level defined in POWERGRID contract document as per Annexure(PBD)-B4 Page 1/2. All Equipments/BOIs to be sourced from approved sources.

[Handwritten signature]
7/11/12