



TENDER ENQUIRY NO. 423E156 DATE: 26.08.13

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

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.	Dispatch			
<del>7.</del>	<del>Erection Testing &amp; Commissioning (ETC)</del>			

- 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:

**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, ENQUIRY NO. 423E156 DATED 26.08.13
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 i. e. <b>18 September 2013.</b> <b>Material Management Division, Transmission Business Group, BHEL, Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi – 110 003.</b></p> <p>3. The same shall be opened at 14.30 hrs 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. Sanjeev Kr. Srivastava MGR/TBEM BHEL, Integrated Office Complex, Lodhi Road, New Delhi – 110 003 Phone : 011-41793272 Fax :011-24369517 E-mail :sks@bhelindustry.com</p> <p>For any commercial clarification please contact : Rajesh Kumar , Sr. Engineer BHEL TBG DELHI 011-41793463 rky@bhelindustry.com</p>

<b>Sr. No</b>	<b>Terms &amp; Conditions, ENQUIRY NO. 423E156 DATED 26.08.13</b>
	<p>6. Price bid should not contain any information / description / terms &amp; condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p><b>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</b></p> <p><b>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material</b> There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p>
<b>2.</b>	<p><b>PRICES:</b></p> <p><b>A.1.</b>Prices shall be on Firm basis</p> <p><b>B</b> The prices shall be quoted by the vendors considering following.</p> <p><b>Project Status: Domestic Project</b></p>
	<p><b>C.</b> The prices are to be quoted on total cost to BHEL basis. The break-up of price shall be as under:-</p> <p><b>a) Ex-works Price:</b> Ex- works price including packing &amp; forwarding charges.</p> <p><b>b ) Excise duty:</b> Extra as applicable ,present rate is 12.36 %</p> <p><b>c) Sales Tax:</b> ST / VAT /CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</p> <p><b>d) Entry tax / Octroi Charges:</b> Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p><b>e) Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p><b>f) Type Test charges:</b> If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p><b>g) Erection / Commissioning supervision charges:</b> If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note: The purchase order shall be placed on Ex-works basis.</p>

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3.	<p><b>TERMS OF PAYMENT :</b>  100% payment along with taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of complete invoice containing following documents in 3 sets (Original + 2 copies).  - 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,  - Despatch Clearance given by BHEL,  - Guarantee certificate  - Copy of Bank Guarantee</p>
4.	<p><b>INTEREST LIABILITY</b>  In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p><b>GUARANTEE :</b>  The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site.</p>
6.	<p><b>PERFORMANCE BANK GUARANTEE:</b> Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.  <u>Option A</u>  A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.  <u>Option B</u>  BG for 10% of the total Ex-works PO value, valid for 24 months from the date of first delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.  <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 24 months from the date of first delivery.  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>
8.	<p><b>INSPECTION :</b>  BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL.  Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p>
9.	<p><b>DESPATCH DOCUMENTS :</b>  Following despatch documents are to be immediately sent to purchaser on despatch.  - Copy of LR  - Copy of delivery challan / packing list  - Insurance certificate</p>
10.	<p><b>DELIVERY PERIOD:</b>  Bidder to specify delivery period in weeks from the date of LOI / PO.  <u>Note:</u>  LR date or Invoice date whichever is later shall be considered as delivery date.</p>

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11.	<b>DELAYED DELIVERY:</b> In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value per week or part there-of subject to maximum of 5% of total Ex-Works value of P.O. will be withheld.
12.	<b>VALIDITY:</b> The offer shall be valid for 120 days from the due date of opening.
13.	<b>ACCEPTANCE / REJECTION OF TENDER :</b> BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.
14.	<b>EVALUATION :</b> Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.
15.	<b>DEVIATION :</b> The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.
16.	<b>ARBITRATION :</b> All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.
17.	<b>LEGAL SETTLEMENT:</b> All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi.
18.	<b>SUBCONTRACTING :</b> In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.
19.	<b>RISK PURCHASE :</b> 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.	<b>ADJUSTMENT OF RECOVERY:</b> Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
21.	<b>FORCE MAJEURE CONDITION:</b> If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.
22.	<b>REVERSE AUCTION:</b> BHEL reserves the right to go for reverse auction instead of opening the submitted sealed bid ,which will be decided after technical evaluation

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<b>23</b>	<p><b>LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:</b></p> <p><u>22.1 : TERMS OF PAYMENT:</u>  If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at sr. No. 3 above, loading to be done as follows:  0-29 days - 2% on Total Ex-works value  30-59 days - 1% on Total Ex-works value  60 days - No loading</p> <p><u>22.2 : DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</u>  Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause.</p> <p><u>22.3 GUARANTEE:</u> 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 )</p>

Signature of Bidder

Seal