



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
company

Sub-Contract and Purchase
Deptt.

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Power Sector – Northern Region, Plot No. 25, Sector - 16A,
Distt. Gautam Budh Nagar, NOIDA – 201 301, INDIA

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TENDER ENQUIRY NO: BHEL-PSNR/SCP/CS/YEMEN/E-2431

DATE: 08.05.2013

TENDER NOTICE

DUE DATE & TIME: 30.05.2013 by 1400 Hrs.

BHEL Power Sector, Northern Region invites offers in two part from **Suppliers carrying out Fusion bonded Epoxy coating on TMT and/or TMT manufacturers either Primary Steel maker or their authorized manufacturer using the billets of Primary steel maker (refer PQR)**, in sealed cover for the under mentioned stores.

SL. No.	DESCRIPTION	QUANTITY IN MT	DELIVERY SCHEDULE
1	PROCUREMENT OF " <u>FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS:4449:1997 AND EPOXY COATING AS PER BS:7295-1:1990 & BS 7295-2:1990</u> " FOR 4X100 MW MARIB GTPS PHASE – II, REPUBLIC OF YEMEN. DETAILS AS PER ATTACHED BOQ INCLUDING EPOXY COATING/SEA WORTHY PACKING AND TRANSPORTATION UP TO SEA PORT MUMBAI OR CHA STORAGE FACILITY IN THE NEARBY AREA.	1886 MT	<u>Commencement:</u> Within 45 days from the date of PO <u>Completion:</u> Within 90 days from the date of PO.

Notes:

1. For detailed tender enquiry, please visit BHEL web site www.bhel.com
2. Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications, if any, will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum) and not in the newspapers. Bidders shall keep themselves updated with all such amendments by checking the site regularly.
3. **Delivery Schedule:** The delivery shall be started within 45 days from the date of PO and to be completed within 90 days from the date of PO. All vendors are requested to quote realistic delivery period. Delivery extension without levy of LD shall only be granted after proper delay analysis, if delay is not attributable to Supplier.
4. Above quantity is indicative in nature and may vary during engineering stage after placing order.

SR. ENGINEER/PURCHASE

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SECTION – “A”

SALIENT FEATURES OF NIT:

1. Tenders to be submitted in two parts:

Part: I:

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

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

Note:

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

Part: II

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

- Offered price (as per Section – “F” - Price Schedule format enclosed).
- The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per price schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.
- Bidders to note that this tender is for export to Yemen for our project and domestic taxes are not applicable. Please ensure to carefully read the clause 4 of SCC and may also consult concerned Excise authorities concerning Duty drawback, CENVAT benefit, Nil TED and VAT.

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

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

ENQUIRY FOR _____ ENQUIRY NO. _____ DUE ON _____

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

3. Standard pre-printed terms and conditions of the tenderers shall not be considered valid.
4. Offer shall remain valid for **Three months (90 Days)** from the Due Date of Part – I bid opening.
5. Unsolicited fresh/ revised Price Bids shall not be entertained.
6. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/ all tender(s) in part or full without assigning any reason whatsoever.
7. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/ items with different bidders and also increase or decrease the quantity.
8. Tenderers must enclose their standard **Quality Plan** both for TMT manufacturing as well as Epoxy quoting supplier, for approval. Material will be despatched only after Purchaser's/ Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Despatch Clearance Certificate (MDCC).
9. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post. Late tenders are liable to be rejected
10. Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non-transferable) will be issued **free of cost up to 30.05.2013**, on all working days between 09:30 Hrs. to 12:30 Hrs. Tender No. and Works/ Stores description should be clearly indicated for issue of tender document.
11. Tenders must be submitted to the undersigned **latest by 14.00 Hrs. on 30.05.2013**. Technical bids shall **be opened at 15.30 Hrs. on 30.05.2013 in our BHEL PSNR, NOIDA OFFICE**.
12. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
13. Tender should not be addressed to any Individual's name but only by designation to:

**Sr. Engineer/ PURCHASE
Room No - 104
BHARAT HEAVY ELECTRICALS LIMITED
Power Sector-Northern Region,
HRDI & ESI Complex, Plot no.25, Sector 16 A,
NOIDA –201301 (INDIA)
Phone No. 0120-2416500**
14. Bidders shall submit **Integrity Pact Agreement** as per Annexure - VIII (Duly signed by authorized signatory who signs in the offer), along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given as below;

Shri D. P. Bagchi, IAS (Retd.)
Y-165, Regency Park - II,
DLF City, Phase IV,
Gurgaon - 122 009

- 15.** Vendors Technically and Commercially acceptable are subjected to final approval from BHEL's Customer (M/s PEC, Yemen) or its consultant (M/s TKC).
- 16.** The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I.
- 17. LANGUAGE & CORRECTIONS:**
- a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
 - b) All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection.
 - c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
 - d) All cancellations and insertions shall be duly attested by the tenderer.
 - e) All columns for price format shall be filled. If not applicable, please write "NA".
- 18. TENDER EVALUATION:**
- The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 19. PRICE DISCREPANCY:**
- Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.
- a. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
 - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
 - c. In case of any other discrepancy, the decision of the purchaser will be final.
- 20. DISCOUNTS:**
- Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only.
- 21. BHEL reserves the right to finalise the order through Reverse Auction. For details please refer to ANNEXURE- VI.**
- 22.** In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking

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clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

- 23.** If any bidder belongs to **MSME** including SC/ST owned industry please clearly mention in your bid and provide supporting documents.
- 24.** In the event of any contradiction in the terms and conditions mentioned in the **Special Conditions of the Contract** and those mentioned elsewhere, stipulations mentioned in the Special Conditions of the Contract shall prevail.

25. EARNEST MONEY DEPOSIT

24.1. Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) EMD of **Rs. 50,000.00 (Rupees Fifty Thousand Only)** shall be furnished along with the offer in full.
ii) EMD is to be paid in Demand Draft in favour of "**Bharat Heavy Electricals Limited**" and payable at **Noida**.

iii) No other form of EMD remittance shall be acceptable to BHEL.

24.2. EMD shall not be applicable to vendors registered with BHEL-Trichy as a Steel supplier including all the Primary Steel makers viz. SAIL/ IISCO/ TISCO/ JSPL/ RINL/ ESSAR/ JSW/ LLOYD STEEL. Vendor to be indicate the vendor registration No/Code with BHEL-Trichy.

24.3. EMD by the bidder will be forfeited as per Tender Documents if

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

24.4. EMD shall not carry any interest.

24.5. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

Thanking you,

Yours faithfully,
For and on behalf of BHEL


SR. ENGINEER/PURCHASE

SECTION - "B"

PRE-QUALIFICATION REQUIREMENT (PQR):

1. A. Suppliers carrying out Fusion bonded Epoxy coating on TMT as a principle bidder:

- a) They should be carrying out Fusion bonded Epoxy coating on TMT for last three years. (One PO copy each for FY 2010-11, 2011-12, 2012-13 shall be submitted in Techno-commercial bid)
- b) Annual Turnover in the FY 2011-12 & 2012-13 shall be minimum of Rs. 30 Crore. (Copy of audited balance sheet / Profit & Loss account for the FY 2011-12 and copy of provisional certified results for the FY 2012-13 indicating minimum turnover of Rs. 30 Crore shall be submitted in Techno-commercial bid)
- c) Suppliers to Procure TMT bars either directly from Primary steel maker or their authorized TMT manufacturers of Primary steel maker using their billets.

(Recommended Primary Steel Maker are SAIL/ IISCO/ TISCO/ JSPL/ RINL/ ESSAR/ JSW/ LLOYD STEEL).

1. B. Supplier manufacturing TMT as a principle bidder:

- a) Suppliers shall be either primary steel maker or their authorized TMT manufacturers of Primary steel maker using their billets.

(Recommended Primary Steel Maker are SAIL/ IISCO/ TISCO/ JSPL/ RINL/ ESSAR/ JSW/ LLOYD STEEL).

- b) No turnover details required from Primary Steel makers viz SAIL/ IISCO/ TISCO/ JSPL/ RINL/ ESSAR/ JSW/ LLOYD STEEL. For others, the annual turnover in the FY 2011-12 & 2012-13 shall be minimum of Rs. 50 Crore. (Copy of audited balance sheet / Profit & Loss account for the FY 2011-12 and copy of provisional certified results for the FY 2012-13 indicating minimum turnover of Rs. 50 Crore shall be submitted in Techno-commercial bid)
- c) Authorized TMT manufacturers of recommended Primary steel makers as stated in Sl. No.(a) shall be submitted the valid authorization certificate for FY 2013-14 .
- d) Supplier should be capable of manufacturing of TMT bars from **8 mm to 32 mm** and may submit the company brochure or other relevant documents in this regard.

2. Suppliers (Both TMT makers as well as Epoxy coating suppliers) technically and commercially acceptable are subject to the final approval from BHEL'S Customer (M/s Public Electricity Corporation (PEC), Yemen) and/ or it's Consultant M/s The Kuljian Corporation (TKC).

3. Supplier shall submit the Epoxy coating procedure for approval from BHEL'S Customer (M/s Public Electricity Corporation (PEC), Yemen) and/ or it's Consultant M/s The Kuljian Corporation (TKC).

NOTE: 1.Offers from Traders shall not be accepted.

2. Bidders not offering all sizes of TMT bar as per BOQ shall not be considered.

SECTION - "C"

BILL OF QUANTITY (INDICATIVE)

TENDER ENQ. NO. BHEL/PSNR/SCP/CS/YEMEN/E - 2431		
4 X 100 MW MARIB GTPS PHASE-II, REPUBLIC OF YEMEN		
INDICATIVE BREAK UP OF STEEL QUANTITY		
SL. NO.	SIZE	QUANTITY (IN MT)
FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS:4449:1997 AND EPOXY COATING AS PER BS:7295-1:1990 & BS 7295-2:1990.		
1	8 mm Dia.	164
2	10 mm Dia.	212
3	12 mm Dia.	31
4	16 mm Dia.	488
5	20 mm Dia.	504
6	25 mm Dia.	386
7	28 mm Dia.	22
8	32 mm Dia.	79
	TOTAL	1886

NOTE:

1. All Test Certificates for TMT Bars & Epoxy coating Process Control shall be as per British Standards (BS) only. In case Suppliers carrying out Fusion bonded Epoxy coating on TMT as a principle bidder, they should insist material TC only in BS grade.
2. Above indicated steel sizes and quantity against each is indicative only and may vary during engineering stage after placing Order.
3. All the TMT bars shall be supplied in uncoiled (straight length) condition and length of 10 - 12 metre.

SECTION - "D"

SPECIAL COMMERCIAL TERMS AND CONDITION (SCC)

1. The **scope of supplier** is to supply the material including Epoxy coating, sea worthy packing and transportation up to Sea Port/ Mumbai or CHA storage facility in the nearby area and handed over to designated agency of BHEL, for onward shipment to Yemen, complete in all respect as per BOQ & Specification.

Unloading of material at Mumbai Port shall be in the BHELs' scope.

2. Price in INR should be quoted for F.O.R destination delivery at Sea Port/Mumbai or CHA storage facility in the nearby area.
3. **Quantity variation:** Purchaser may accept materials up to (+/-) 5% in each size of ordered quantity.
4. **TAXES AND DUTIES:**

4.1 DOMESTIC MANUFACTURER/ SUPPLIER'S:

- i) This being a Physical Export Project, the benefit of movement of goods without payment of Excise duty on self-manufactured items and NIL Sales Tax against **Form-H** to FOR CHA Godown-Mumbai shall be available. The statutory changes in Taxes/ Duties and Levies, if any imposed by State/ Central Govt. during the contract delivery period on yourself manufactured items, shall be covered under this exemption .The bidder to note that exemption of excise duty and taxes on bidder's sub vendor items shall be covered under the undertaking (Refer 5.1 a-II). The bidder to consider NIL Excise duties & NIL CST of their sub vendor's items in their prices to BHEL.

In order to avail the Exemptions for payment of Excise duty, the following procedure shall be followed by the bidder.

a) CLEARANCE OF GOODS BY UNDERTAKING BY VENDOR:

- I) The bidder shall register their undertaking themselves with their local range Excise office by submission of undertaking for movement of goods without payment of Excise duty & the relevant ARE-1 Form. The ARE-1 Form shall be prepared in quintuplicate & signed by bidder & also same shall be signed by competent authority in BHEL-PSNR, NOIDA at the place provided as Exporter of goods to Yemen for above Expansion project. The complete responsibility of cancellations of the undertaking & ARE-1 with their local excise office, after the dispatch of materials to FOR CHA Godown-Mumbai, shall rest with the bidder without any participation by BHEL PSNR. However, relevant documents for cancellation of their undertaking after completion of dispatches i.e. Bill of Lading, copy of Shipping Bill & copy of the BHEL invoice raised to customer (if required) shall be provided by BHEL to respective bidder/ supplier.
- II) PSNR supplier shall cover the supplies of their sub-vendor under the above undertaking registered with their local range Excise Office, for availing the exemption in payment of excise duty at the time of movement of goods from their sub-vendor works/ BOI either to BHEL's CHA Godown at Mumbai OR to their works as Physical Export for Yemen Expansion

Project. The requisite ARE-1 Form shall be dealt between the PSNR supplier & their BOI supplier. The cancellation of the said undertaking shall remain the responsibility of the PSNR's supplier without any involvement of PSNR NOIDA. However, any document, if required by the PSNR supplier from BHEL-PSNR as main exporter for the registration of their undertaking OR for cancellation of Export Obligations shall be provided. The requisite documents shall be identified by the PSNR supplier with BHEL-PSNR at enquiry stage under commercial clarifications OR before the price bid opening.

The supplier has to give an undertaking in writing to PSNR, NOIDA along with Price Schedule that all Export benefits as applicable for self-manufactured or their BOI have been considered in line with above Conditions of SCC while making price offer to BHEL-PSNR.

Note:

1. Presently it has been decided to ship all material of Indian origin through Mumbai Port. In case of change, it shall be intimated to you.

2. Please note if any Vender is unable to obtain Excise exemption from their local Excise Authorities for the material supplied by their sub-venders, BHEL shall not issue A.R.E.-1 authorization in the name of their sub-venders. They should quote accordingly.

b) EXEMPTION OF EXCISE DUTY BY BLOCK TRANSFER & ARE-1 by BHEL-PSNR, NOIDA:

Alternatively, BHEL PSNR shall register the Excise Bond with Excise Commissioner NOIDA for this Project for permission to dispatch the goods without payment of Excise Duty from their vendor's works anywhere in India, by Block Transfer & ARE-I.

In this regard, BHEL-PSNR, NOIDA shall issue the Block Transfer (CT-1) & ARE-1 to the supplier for availing above-mentioned exemptions. In order to get the Excise duty Block Transfer & ARE-1 issued from BHEL-PSNR, the bidder shall give request in writing before the dispatch of goods to BHEL-PSNR indicating the exact amount of Excise duty

involved, rate of excise duty including Education cess, items descriptions, Tariff Head/ chapter etc. for issuing Block Transfer & ARE-1 to the supplier, to their respective Excise range/ Office out of the Main Excise Block registered by BHEL PSNR NOIDA with the office of Excise Commissioner, NOIDA.

The ARE-1 in quintuplicate shall be issued by BHEL PSNR NOIDA as **Main Exporter** to the successful bidder (only to the supplier on whom order is placed) and bidder shall also sign on all copy of ARE-1 with their Company Seal at the respective place provided in the ARE-1 (as Co-exporter). The cancellation of such Block Transfer shall be done by BHEL-PSNR, NOIDA. However, the supplier shall be responsible & bound to forward **pink copy of the ARE-1 to the BHEL PSNR** required as one of the enclosure for cancellation of the Excise Bond OR copy of the letter from the Local / Range Excise Office forwarding the PINK copy of the ARE-1 directly to the Office of the Excise Commissioner NOIDA, shall be given by the supplier to BHEL-PSNR, NOIDA.

Note: Above procedure is applicable for Venders of Indian origin. Venders of Foreign origin to follow their own system and should quote accordingly. Please note buyer shall not be responsible for any Taxes applicable for the goods originating other than India.

c) Central Sales Tax:

- i) For Central Sales Tax/ VAT purposes, BHEL-PSNR shall provide H-Form to the respective bidder supplier after the dispatches to avail the benefit of NIL Sales Tax. Thus NIL Excise duty & NIL Sales Tax to be charged by bidders in their quoted prices in the BID for their Packages to the BHEL. For obtaining H-form by supplier from PSNR, SEPARATE REQUEST SHALL BE MADE BY SUPPLIER ENCLOSING THEIR INVOICES AND LIST OF package (Number) dispatched.
- ii) Before dispatch of materials, bidder shall get all Cases/ Boxes stamped by Superintendent Excise of their area/ range, so as to avoid the opening/inspection of these boxes by Custom Authority at Port of dispatch in India.

~~4.2 a) The bidder/ supplier to note that No custom duties/ Foreign exchange etc. on the Equipment/ assemblies required by bidder for their Assemblies/ finished equipment/ supplies for MARIB GTPS Ph. II, YEMEN shall be admissible. BHEL shall not bear any liability arising out of foreign Exchange Rate Variation (ERV) OR on account of statutory variation in custom duty for any of the items imported by the bidder for supplies to BHEL for MARIB GTPS Ph. II, YEMEN.~~

~~b) In the circumstances, if supplier is importing raw material/ component for manufacturing to physical export to MARIB GTPS Ph. II, YEMEN, the supplier shall pay the custom duty on Raw materials at port on copper etc. as per Law and shall avail drawback duty paid to custom later by himself without involving BHEL. The supplier shall declare this raw material CIF contents at enquiry stage separately in their prices to BHEL-PSNR before~~

~~price bid opening. The supplier shall declare to BHEL-PSNR that nil custom duty has been considered for the identified imported raw materials in their offer to BHEL-PSNR. The supplier at enquiry stage shall identify the documents required from BHEL-PSNR for duty drawback. BHEL shall consider giving the Disclaimer certificate OR any other documents needed for custom duty drawback to the supplier after physical export of finished supplies from the said supplier to MARIB GTPS Ph. II, YEMEN.~~

~~OR~~

~~Alternatively, the supplier shall obtain advance license from DGFT for availing NIL custom duty on raw materials/ components. BHEL shall provide the necessary customer contract documents for obtaining such Advance License by supplier. Also cancellation of export liability for advance license shall remain with the supplier; however their License number shall be included in the B/L OR AWB at the time of dispatch as proof of utilization of raw material and export shipment. Any other documents like Disclaimer certificates if required shall be given by BHEL-PSNR to facilitate the advance License utilization/cancellation by the supplier for MARIB GTPS Ph. II, YEMEN.~~

4.3 The bidder to quote their firm prices up to **F.O.R Mumbai Port** or CHA storage facility in the nearby area.

The Concerned BHEL office address is:

Regional Operations Division

Bharat Heavy Electricals Ltd.,

14/15th Floors, World Trade Centre-1,

Cuffe Parade, Mumbai - 400005, Maharashtra, India.

4.3.1 For any dangerous goods/inflammable goods like Gas, paint, oil, etc, the vendor to furnish the chemical composition/ specifications, dangerous goods HAZ certificate & safety certificate by authorized agencies prior to dispatch.

5.0 INSURANCE:

Inland Insurance up to Mumbai Port:

- a) The inland insurance covering the vendor material from their works to the Mumbai Port shall be taken by BHEL and the details of the same shall be intimated to the successful bidder before dispatch of consignments to Mumbai port.
- b) Vendor shall not take any inland insurance for MARIB GTPS Ph. II, YEMEN.

6.0 BILLING SCHEDULE/Dispatch Schedule FOR SUPPLY:

Billing Schedule shall be prepared by the vendor and submitted to BHEL-PSNR for approval (in the event order is placed by BHEL-PSNR). The freezing of Billing Schedule in CAT-I approved is must before commencement of dispatches. No payment shall be made in the absence of approved Billing Schedule.

- a) Lists of all items of total scope of supply both manufactured at vendors works and sub-vendor's items with unit and total price (F.O.R. Mumbai Port) along with Gross and Net weight. No item is to be made as free issue required for completion of supply scope/system.
- b) Quantity shall be indicated only in numbers and not as Sets or Lots.

7.0 INVOICES VIS-VIS PAYMENT:

7.1 Billing documents are given as below:

- a) Supplier Invoice
- b) Packing List as per sl. no. 12.0 duly signed by PSNR inspection agency/ supplier.
- c) ARE-1 Copy (both side after endorsement of the Custom Authority at Mumbai Port)
- d) BHEL-CQS (Region) CQ-IR indicating Code-A for all inspected items as finally accepted./ Third Party Inspection (Independent Surveyor) Inspection Release Note./ Manufacturing control certificate or inspection certificate issued by PEC. (if material is tested in the presence of PEC representative)
- e) Third Party Packaging Inspection (Independent Surveyor) Release Note.
- f) BHEL-PSNR MDCC in original.
- g) ~~In case of air freighted consignment (as 3rd country import by Indian Supplier), one original of AWB consigned and notified to parties as in Sr.No.1.0, is required together with 5 copies of the same.~~
- h) Original LR Copy duly receipted materials by BHEL-ROD Mumbai/ BHEL CHA at Mumbai Port.
- i) Material Test Certificate issued by the Manufacturing factory.

The requirement of any more documents, if needed for release of supplier payment shall be informed later to the successful bidder at the time of placement of LOI/PO.

8.0 Packing Instructions Prior to Dispatch by BHEL-PSNR's Sub-Vendors:

Packing information shall be given later. However all packing shall be sea-worthy.

9.0 Packing List:

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

This format is to be strictly followed by the supplier/ bidder (applicable for those bidders on whom order shall be placed by PSNR). The format corresponds to requirement of export packing list of Indian customs. The format is unified and its completeness with regard to measurement, quantities, item numbers, marks and numbers by the supplying units/ their sub-vendors and their inspection agencies has to be ensured prior to packing and authorizing dispatch clearance (MDCC) by PSNR.

10.0 Completeness of Contents of each packing case:

Concerned CQA / Third Party Inspection Agency for PSNR NOIDA scope (ordered on PSNR supplier) will verify the completeness of contents of each package w.r.t packing list both in terms of quality and quantity before authorizing dispatch of the consignment before obtaining MDCC from PSNR, NOIDA.

11.0 Routing of Packing Lists:

Packing list is an extremely important document, which forms a part of Export Documentations in connection with the processing of customs formalities. **Packing List has to be generated by units/ Unit vendors and sent to IO-EPC Thermal at Lodi Complex, New Delhi, and ROD, Mumbai (both at the same time), one week in advance, for processing and obtaining shipping bills' clearances and avoiding octroi payment through 'N' form at Mumbai.** All PSNR's suppliers to note that Mumbai would be the major port of shipment from India.

12.0 ADVANCE INTIMATION ABOUT DESPATCHES TO BHEL-ROD Mumbai, BHEL IO Project, New Delhi & BHEL-PSNR NOIDA:

An advance fax intimation of dispatch of materials/ Equipments and expected date to reach at Octroi Naka at Port Mumbai, shall be intimated by the supplier to PSNR NOIDA, BHEL IO (P) Lodi Complex, New Delhi and BHEL-ROD Mumbai (The contract person & Tel. no. & address of ROD Mumbai etc. shall be furnished later.

All PSNR's suppliers will give at least **one month advance intimation** to ROD, Mumbai & IO-Projects along with package details/ Packing List before actual dispatches to arrange for the storage/ shipping arrangements by ROD Mumbai and customs invoicing by IO-Projects. **Information must be sent to consolidate the details and arrange for shipments in time.**

13.0 Excise Attestation at Works:

To avoid opening of big cases for examination by customs at Port of Shipment, the supplying unit/ PSNR's sub-vendors may arrange to get the packing cases sealed by local excise authorities and the relevant invoices and packing lists will be got endorsed from Superintendent, Central Excise. For this purpose, Units / PSNR's sub-vendors should send the packing lists to IO-Projects **at least 2 weeks in advance** to enable prepare Shipping

Invoices for furnishing to the units/ PSNR's sub-vendor for requisite attestations and sending to ROD Mumbai through fastest means for a smoother and faster customs clearance under intimation to PSNR, NOIDA.

14.0 Provision of Inspection Windows on Packages:

Unit/supplier should provide inspection window for customs examination for all such packages involving Panels of any kind. Care would be taken to ensure that all packages are properly sealed to avoid ingress of moisture, rodents etc.

15.0 Drawings for Heavy Weight/ ODC consignment:

~~Detailed engineering documents (at least 4 sets) for all items of the above category will be furnished by respective units /PSNR to issue shipment enquiries in a proper manner. **The drawing has to include center of gravity of the item clearly. Units / PSNR's sub-vendors to identify such items and notify to IO Projects group through BHEL PSNR as soon as the Engineering Documents are released.**~~

16.0 Lifting Beams:

~~All heavy lifts for which safe handling is essential at the port of dispatch shall be accompanied by lifting beam on non-returnable basis and sufficient number of sleepers.~~

17.0 Proper Capacity of Trailers for inland Transport in India:

The PSNR's suppliers making arrangements for inland transport in India for the goods ordered by BHEL-PSNR should ensure that the trailers would be **able to carry the actual weight (not designed weight) of the equipment. No overhanging of the cases should be permitted. This is essential to avoid any damage to the consignment en-route to the port of dispatch.**

The truck carrying the cargo shall be covered with a Tarpaulin to meet the weather vagaries in inland transport.

18.0 Shipping Documentation including those covered by customs requirements:

Customs Invoices: Values to be allocated by IO-Projects **(Alternatively, Excise attested invoices where the package is sealed and dispatched by the units / PSNR's sub-vendors)**

- Packing Lists
- ARE-1 Forms/Excise Gate pass corresponding to Unit invoice values and Delivery challans.
- DEEC Original License, wherever duty free facility for import is availed. DEEC book to be retained by ROD Mumbai till project supplies are complete.
- Chartered Engineer's Certificate, wherever entries in DEEC license is required. **Care should be taken to ensure that usage of the materials shown in C.E. certificate out of DEEC goods is not disproportionate.**
- Catalogues/ literature/ write-up in case of customs endorsement for discharging exports obligation in case of DEEC imports to be made available to ROD before arrival of goods in the city of port of dispatch.
- Copy of Advance License.

19.0 Guidelines for Dispatches from Units/ Indian Vendors:

- Vehicle drivers shall carry excise gate pass in original / ARE-1 (White + Buff in original as applicable). Each consignment carried by the vehicle shall have a separate gate pass/ ARE-1 and it must be ensured that materials under one gate pass / ARE-1 gets transported in the same truck/trailer.
- In order to avoid any problems at port of dispatch from the point of view of i) shipping bill preparation and passing thereof ii) 'N' form at Octroi check post and iii) control and movement of cargo within Mumbai Port and iv) physical examination of cargo by customs, the materials under the category, i.e. a) DEEC cargo, b) Free shipping bill cargo, c) DEP (duty entitlement pass book scheme) and d) duty drawback, must be sent in the same truck/ trailer & **v) Physical Export.**

PSNR Vendors to ensure that designated Regional Operations division (ROD) is communicated very clearly the type of shipping bills to be prepared, well before the materials are dispatched from the works.

- 20.0 Clearing Agents:**
Details to be provided **later**.
- 21.0 Octroi Clearance:**
Contact details of agents at Octroi Naka to be given **later**. Copies of the dispatch documents must be sent to ROD Mumbai by i) Fax, ii) e-mail through scanning of the documents with copy to IO-Projects.
- 22.0 Transportation of Heavy Lifts/ODC Packages:**
~~Keeping in mind the need to avoid multiple handlings of the consignments of the above nature with a view to avoid either ship detention or trailer detention resulting into costs to the company and avoidable inconvenience, the ships availability at the port of dispatch and reaching of the trailers at the port of dispatch has to be synchronized in such a manner that the trailer should reach maximum 48 to 72 hours prior to the berthing of the vessel. Towards this, each consignment shall be escorted by the units / PSNR's sub-vendors by a responsible executive and is recommended to be provided with a mobile for monitoring & control on movement of the cargo.~~
~~Items shipped from Mumbai require the goods to pass through Octroi check post. Exemption from payment of Octroi duty against 'N' Form is subject to the conditions that the goods are shipped within 7 days of their clearance from Octroi check post.~~
- 23.0 Telephonic Intimation by PSNR's Sub-vendors to ROD Mumbai regarding the Movement of Vehicles:**
Vehicle drivers to be instructed by PSNR vendors, the contact point of ROD Mumbai, regarding movement of vehicles on daily basis, especially 2 days before arrival at Mumbai, so that suitable directives can be given to the driver of the vehicle for further transportation of the goods either to dock or godown.
- 24.0 Customs formalities Period:**
Packages arriving at the port shall have a minimum time of 3 working days for customs examination and other related formalities in respect of the cargo under shipment. The goods received after arrival of the ship may not be loaded if either sufficient time does not exist or space available in the ship is booked by the carrier for other exporters due to lack of availability of the goods at the port in time for shipment from BHEL. In cases, where the committed cargo to the carrier based upon information received from all the units does not reach in time of scheduled shipment at the port of dispatch, IO-Projects would be within its right to decide the priority of loading as per the project schedule requirements given the condition that adequate space in the ship is not available to accommodate the cargo.
- 25.0 Duplicate ARE-1 Forms for Cancellation of Bonds:**
It is necessary that the **contractors ensure that ARE-1 Forms (White & Buff as original) are sent to ROD Mumbai**. After ROD Mumbai effects the shipment, endorsement of customs on White & Buff colour of ARE-1 Form would be obtained by ROD Mumbai and returned to the concerned unit/ PSNR at the earliest for cancellation of the Excise Bond taken by PSNR for this project.

26.0 Shipping Procedures and ROD Responsibilities:

Consolidation of Packages and Storage in Warehouse: ROD Mumbai either themselves or through their CHA would ensure the following:

- Proper storage of goods at an elevated level if stored in open to avoid damages to the consignments during rainy season (All the packages to be covered with a proper tarpaulin in open storage).
- All Electrical and C&I items to be stored indoors.
- Consolidation of the goods as per summary packing lists.
- Check marks and numbers on packages. Carry out the corrections, if necessary.
- Label the packages linking to the proposed shipping carrier to ensure that package does not get left out.

27.0 Terms for Deploying Vessel for domestic supplies to Yemen:

ROD Mumbai / IO-Projects will make shipping arrangements for shipping cargo from Mumbai up to Yemen port as per INCOTERMS 2000 on hook-to-hook basis.

Shipping vessels are not to be older than 15 years and would be used only after ensuring that valid certificate of hull of the vessel or handling gears by Lloyds or such other authorized agencies exist

28.0 EXPORT PACKING/ PACKAGING INSPECTION:

The packing shall conform to the packaging procedure given along with the technical specification and should be SEA worthy & to withstand the Sea & Salt laden conditions. The timber used shall be of best quality as laid down in PSNR approved packaging procedure. The packages shall be made in line with the packaging Drg. & procedures approved in Cat-I by BHEL PSNR Noida. The packaging procedure approved by PSNR in cat-I must be available with PSNR's supplier before making of the boxes and commencement of the packaging inspection for their ordered scope. All the bidders to note that -

- a) If the main supplies is/ are inspected by BHEL-CQS alone only, then the packaging inspection shall be done by BHEL-CQS only.
- b) In case, the main supplies inspection is carried out by BHEL-CQS & Third Party Independent Surveyor independently OR jointly, then, the packaging inspection shall be undertaken **by Third Party independent surveyor only** based upon PSNR approved packaging procedure without calling BHEL-CQS for packaging inspection. It may be noted that NO package shall be sealed /nailed without the acceptance of packaging agency (Independent third party inspection agency appointed by PSNR, who shall undertake packaging inspection also) as listed at a) OR b) above for clearance to obtain the MDCC from PSNR) to move the goods.
- c) **The charges of independent Packaging agency shall be borne by BHEL.**
- d) The bidders to give a check list to BHEL-PSNR as well as Packaging Inspection agency, indicating the despatchable identified goods under his scope of supply, size &

dimension of the box /packages & its weight for the purpose of shipment on to the vessel and also handling at Port.

- e) The independent packaging agency Release Note OR BHEL-CQS Packaging Inspection clearance certificate as applicable shall be necessary & submitted to BHEL-PSNR for obtaining MDCC.

Packing commensurate with international standards and accepted norms will be ensured by CQA/ Third Party Inspection Agency. As far as possible, the packing has to be rectangular in shape for optimum space utilization in the ship and economize on shipping costs. **Projections on packages are prohibited.**

The packing list has to be checked and certified by the Inspection agency(ies) with due signatures. In case, it is impractical to obtain such signatures for any reasons whatsoever, a certificate with regard to the completeness of packing list has to accompany the shipping documents,

Container, as a means of packing cases would only be limited to items which are difficult to pack in a proper manner e.g. cable trays, small structure materials, Insulation etc. This is essential as site space for keeping hundreds of containers is unavailable.

29.0 Marks & Numbers on Packing Cases:

Details shall be given later.

30.0 Marking for Safe Handling:

To ensure safe handling, packing cases will be marked to show the following:

- Upright position.
- Sling position and Centre of Gravity position.
- Storage category.
- Fragile components **(to be marked properly with a clear warning for safe handling).**

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SR. ENGINEER/PURCHASE

SECTION – “E”

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

PART – A: INSTRUCTIONS TO BIDDERS

PART – B: GENERAL COMMERCIAL TERMS & CONDITIONS



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

DEFINITION OF TERMS

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

1. The **Purchaser** shall mean M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Power Sector – Northern Region**, HRDI & PSNR COMPLEX, PLOT NO. 25, SECTOR – 16A, NOIDA – 201 301 (U.P.) which expression shall include its successors and assigns. It may also be referred to as **BHEL**.
2. The **Owner** shall mean the Customer or Client for whose project, the enquiry has been issued by the purchaser and shall include his successors and assigns as well as authorised officer(s)/ representative(s), which may also be referred as **Customer** or **Owner/ Customer**.
3. The **Consultant** shall mean the agency appointed by the Owner or Purchaser to provide consultancy services for the project and shall include his successors and assigns as well as authorised officer(s)/ representative(s).
4. The **Tenderer** shall mean the Firm/ Company/ Organisation, which quotes against the Tender Enquiry issued by the purchaser. It may also be referred as **bidder** or **vendor**.
5. **Acceptance of offer** shall mean issue of letter of intent/ award or memorandum or detailed Order/ Contract communicating the acceptance of offer, to the successful tenderer.
6. The **Order/ Contract** shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, covering letters, schedule of prices and quantities, letter of intent/ award of the Purchaser, “Integrity Pact (IP) (as and when applicable)”, any special conditions applicable to the particular Order/ Contract and subsequent amendments mutually agreed upon. It may also be referred as **order** or **contract/ order** or **purchase order** or **contract**.
7. The **Seller/ Contractor** shall mean the firm/ company/ organisation with whom the Order/ Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as **contractor, seller or supplier**.
8. The **Sub-contractor** shall mean the person/ firm/ company/ organisation to whom any part of the work has been sub-contracted by the Seller/ Contractor, with the written consent of the purchaser and shall include sub contractor’s heirs, executors, administrators, representatives and assigns.
9. The **Engineer** shall mean officer of the purchaser as may be duly appointed and authorized in writing by the purchaser to act as the engineer on his behalf for the purpose of the Order/ Contract.
10. The **Specification** shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.

11. The **Site** shall mean and include the land and place on, into or through which the power station and the related facilities are to be constructed and any adjacent land, path, street or reservoir which may be allocated or used by the owner or Seller/ Contractor in the performance of the Order/ Contract.

12. **Tests on completion** shall mean such tests as are prescribed by the specifications and/ or tests mutually agreed upon by the purchaser and the Seller/ Contractor, to be performed by the Seller/ Contractor after erection of the equipment to establish satisfactory operation as required by the specifications.

13. **Commissioning** shall mean successful completion of **trial operations** and readiness of the contracted/ ordered plant and materials for commercial use. This will include all consumables and inputs required for pre-commissioning.

14. **Initial operation or Trial operation or Reliability run** shall mean continuous integrated operation of the contracted/ ordered plant and materials under varying loads to furnish proof of satisfactory operation, for a specified period.

15. **Temporary work** shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.

16. **Approved** means approved in writing including subsequent written confirmation of previous verbal approval and **approval** means approval in writing including as aforesaid.

17. **Inspection Agency (IA)** shall mean any person(s), who may be duly authorized by the purchaser/ owner to inspect the stores included in the Order/ Contract, at the contractor's/ sub-contractor's works. List of zone-wise inspection agencies is given in Annexure – V. Vendors to raise inspection call on BHEL – CQS web site

18. **Month** shall mean calendar month and **week** shall mean 7 days.

19. **Consignee** shall mean the official(s)/ person(s) to whom the stores are required to be delivered in the manner indicated in the Order/ Contract.

20. **Plant/ Equipment/ Stores** shall mean the goods, machinery, components, parts, spares, etc. required to be supplied by the Seller/Contractor as per Order/ Contract.

21. **Contract Engineer/ Purchase Engineer** shall mean the official who has signed the Order/ Contract on behalf of the Purchaser.

22. **Site Engineer** shall mean officer of the purchaser/ owner as may be duly appointed and authorized in writing by the purchaser to act as the Site Engineer on his behalf for the purpose of receipt & verification of in-coming stores and issue of Material Receipt Certificate (MRC)/ Stores Receipt Voucher (SRV).

23. **Site Inspection Agency (Site IA)** shall mean any person(s), who may be duly authorized by the purchaser/ owner to inspect the stores/ works included in the Order/ Contract, at the Project Site.

24. GENERAL

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies, corporate, limited liability companies, partnership and other legal entities.

25. ABBREVIATIONS

CIF	Cost Insurance Freight
CQ	Corporate Quality
CVD	Countervailing Duty
E&C	Erection and Commissioning
LC	Letter of Credit
MDCC	Material Despatch Clearance Certificate
MRC	Material Receipt Certificate
MSMED	Micro Small and Medium Enterprises Development
NIT	Notice Inviting Tender
QS	Quality Surveillance.
SAD	Special Additional Duty
SCC	Special Conditions of Contract
SDPBG	Security Deposit cum Performance Bank Guarantee

PART – “A” - INSTRUCTIONS TO BIDDERS

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21.0	EVALUATION CRITERIA

1.0 GENERAL INSTRUCTIONS

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

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

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

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

2.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

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

PART - I : TECHNO-COMMERCIAL BID

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

PART-II : PRICE BID

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

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

2.1.1 PART-I (techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of tenderers who may like to attend.

Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

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

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

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

2.1.4 However if any bidder on his own offers price discount or reduce prices. The same would be acceptable. Other bidders in such a case would also be informed and can submit reduced prices, if so desired by them. No price increase is acceptable till the validity of offer.

2.2 After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, Part-II containing FINAL REVISED PRICE BID, if submitted, otherwise, the original Price Bid along with price impact and discount, if any, shall be opened, for which the date and time shall be intimated to the technically and commercially acceptable tenderers only, in case of public opening.

NOTE: BHEL also reserves the right to open the earlier price bids, if any, submitted by the bidders, if required.

2.3 No correspondence shall be entertained from the tenderers after the opening of Part-II (Price bid) of the tender.

2.4 Not more than two representatives will be permitted to be present for the tender opening.

2.5 Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.

2.6 MARKING ON ENVELOPES

2.6.1 The following shall be super-scribed on the envelopes which shall be addressed to the Official inviting Tenders, by name & designation.

PART-I :

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

PART II :

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

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

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

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

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

2.7 BID SUBMISSION

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

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

2.7.2 Tenders can either be delivered in person or sent at the above mentioned address by **COURIER/ REGISTERED POST**, to the official inviting tender(s). It shall be the responsibility of the bidder to ensure that the tender is delivered in time as tenders received after the **Due Date** and **Time** of submission are liable to be rejected.

2.8 Unsolicited tenders shall not be entertained.

2.9 Order/ Contract when finalized will be issued in the name of the successful bidder only and consideration for change of name during tender evaluation and after submission of the tender is subject to the discretion of BHEL/ Owner.

3.0 PART-I (TECHNO-COMMERCIAL BID) - CONTENTS & CHECKLIST

3.1 The tender shall be submitted in specified number of copies in separate sections for main equipment, recommended spares, etc., as per scope defined.

3.2 Technical offer for main equipment shall contain:

- a) Technical specifications/ write-ups.
- b) Scope of supply & bill of material.

- c) Catalogues, literature & drawings/data sheets and P&ID with terminals marked up.
- d) Schedule of commissioning spares and mandatory spares (to be given separately) giving only description of each item and quantity, **as per given format if any.**
- e) Optional items as per BHEL price schedule format.
- f) Recommended list of spare parts for three years operation as applicable.
- g) Schedule of supervision for erection & commissioning services, if required.
- h) Schedule of maintenance/ erection tools and tackles covered in the scope of supply as per BHEL price schedule format.
- i) Guarantee offered for the capacity of the system/ equipment, auxiliary power consumption & consumables like chemicals etc. as applicable.
- j) Listing of technical deviations
- k) Listing of exceptions & assumptions
- l) Services and materials to be provided by the purchaser.
- m) Names of main sub-vendors/ contractors.
- n) Quality plans.
- o) All other details/ documents as listed in tender documents.

3.3 Commercial offer shall contain:

- a) Agreed terms & conditions (Annexure-II).
- b) Listing of Commercial Deviations, if any w.r.t. GCC & SCC.
- c) Unpriced copy of the Price Bid (Part-II), indicating the BOQ as per the Technical Specifications.
- d) Delivery schedules
- e) Validity of offer

4.0 **PART II (PRICE BID) - CONTENTS AND CHECK LIST**

4.1 The BEST offer with FIRM prices in the given **PRICE SCHEDULE FORMAT** shall be submitted as per scope defined.

4.2 Price Bid for Stores shall cover basic price including packing with excise duty, sales tax, freight etc, as per format enclosed.

4.6 **Authority of person signing the tender on behalf of the tenderer:**

A person signing the tender or any other document in respect of the Order/ Contract on behalf of the tenderer, without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person so signing had no authority to do so, the purchaser may, without prejudice to any other right or remedy, cancel the Order/Contract and make or authorise the purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the Order/Contract including any loss which the purchaser may sustain on account of such purchase.

Notes

- a) All bids of Indian origin shall be in Indian Rupees only.
- b) The authorized representative/ agent can only represent one bidder for the given package.

5.0 CLARIFICATIONS REQUIRED BY BIDDERS

Technical and commercial clarifications required, if any, before submission of tender, should be given separately in duplicate addressed to the official inviting the tenders.

6.0 TECHNICAL SPECIFICATIONS

6.1 The tenderer is advised to study the technical specifications, schedules and data sheets carefully and submit all required information in his tender including scope of supply, bill of materials etc.

6.2 CATALOGUES AND LITERATURES

The tenderer shall submit detailed catalogues, literatures, drawings, technical write-ups, etc., on all equipments offered in the tender, along with each copy of Techno-Commercial Bid.

7.0 DEVIATIONS - LISTING

7.1 Tenders shall be submitted strictly in accordance with the requirements of tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under the headings "**TECHNICAL DEVIATIONS**" and "**COMMERCIAL DEVIATIONS**" respectively, along with reasons for taking such deviations. Deviation(s) mentioned elsewhere but not included in the Schedule of Deviations as above, shall not be accepted.

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

8.0 ASSUMPTIONS - LISTING

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

9.0 DELIVERY/COMPLETION SCHEDULE

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

9.2 DELIVERY PERIOD & PACKING OF MATERIAL

9.2.1 The delivery of Stores as per scope of the Order/ Contract shall be quoted by the bidders as per N.I.T.

10.0 STORAGE INSTRUCTIONS

The successful tenderer shall be required to submit detailed instructions for storage of supplies within three (3) months of the date of award of the LOA/Order/Contract.

11.0 VALIDITY OF OFFER

Offer shall be submitted with following validity periods:

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

NOTE:

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

12.0 LANGUAGE & CORRECTIONS

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

13.0 CHANGE OF TERMS & CONDITIONS/ PRICE

- 13.1 Any revision or changes in quoted prices and/ or conditions of offer made after tender opening, which will give benefit to the tenderer over others, may result in rejection of the tender.
- 13.2 Under no circumstances, tenderer shall alter his quoted Prices/ Rates during the validity period after tenders have been opened. Any tenderer who does so, resulting into re-calling of tenders by the purchaser or additional expenditure to the purchaser, shall run the risk of being black-listed by the purchaser, who reserves the right to recover the damages resulting therefrom.

14.0 TENDERER TO INFORM HIMSELF FULLY

- 14.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tender, for clarifications, before submission of the tender.
- 14.2 The tenderer shall make independent enquiries as to the conditions and circumstances affecting his tender estimates and to the possibility of executing the supplies/works as described. In assessing the tender, the tenderer shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself (as far as practicable) as to the form and nature of the site, the quantities and materials necessary for the completion of the work and the means of transport and access to the site, the accommodation he may require, the general labour position at the site and to have quoted his

prices taking into consideration, the risks, contingencies and other circumstances which may influence or affect the execution of the Order/ Contract.

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

15.0 REVERSE AUCTION –

BHEL/ PSNR reserve the right to go for reverse auction by BHEL appointed service provider instead of opening the submitted sealed bid which will be decided after techno-commercial evaluation.

16.0 INTEGRITY PACT:-

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

17.0 REJECTION OF TENDER AND OTHER CONDITIONS

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

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

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

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

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

17.5 If the tenderer deliberately gives wrong information in his tender, purchaser reserves the right to reject such a tender at any stage or to cancel the Order/Contract, if awarded and **forfeit** the security deposit and Bank Guarantee.

18.0 LOADING FOR DEVIATIONS & TENDER EVALUATION

No Deviation from Tender terms and conditions shall be accepted.

19.0 PRICE DISCREPANCY

The following shall be considered for evaluation and ordering.

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the corrected calculated price shall be considered for evaluation and ordering.

If there is a discrepancy between words and figures, the correct calculated price shall be considered for evaluation and ordering.

Unit prices quoted only shall be considered as correct for evaluation and ordering.

Taxes and duties if not specified clearly as extra shall be considered as included in the basic price & therefore shall not be reimbursed.

20.0 DISCOUNTS

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only. In case only percentage discount is indicated, the same shall be applicable for optional prices also.

21.0 EVALUATION CRITERIA

Tenders will be evaluated on the basis of delivered cost i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages, including those available from the Owner, taxation, etc.

**PART – “B” - GENERAL COMMERCIAL TERMS & CONDITIONS
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1.0 CONTRACT

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

2.0 PRICES

2.1 BASIC PRICES

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

3.0 TAXES AND DUTIES

3.1 EXCISE DUTY:

~~3.1.1 Seller/ contractor is required to ensure that excise duty including surcharge if any is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered.~~

~~3.1.2 Excise duty actually incurred by Seller/ contractor on self-manufactured items alone shall be reimbursed at actual against requisite documentary evidence.~~

~~3.1.3 The invoice cum Excise duty gate pass (Excise Invoice) should contain the name of ultimate consignee as specified in the Order/ Contract. If excise duty is paid under protest or dispute, it shall not be reimbursed until and unless the dispute has been finally settled.~~

~~3.1.4 No excise duty shall be payable by purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ contractor's factory/works.~~

~~3.1.5 If required by purchaser, the seller/ contractor will provide a certificate stating that **CENVAT** benefit has been availed of on the inputs and the same has been passed on to the purchaser.~~

~~3.1.6 If the Seller/ contractor claims/ obtains any refund of the excise duty paid and gets reimbursed, the same shall be refunded to the purchaser immediately.~~

~~3.1.7 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage shown in the Order/ Contract.~~

~~3.1.8 No statutory variations shall be permissible beyond the contractual delivery period.~~

3.2 SALES TAX/ VALUE ADDED TAX:

~~3.2.1 Central Sales Tax/ Value Added Tax shall be reimbursed only if the same is payable by the Seller/ Contractor to the respective Govt. authorities meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax/ Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total amount along with concessional form/s if any.~~

3.2.2 Purchaser is registered in NOIDA / U.P. State vide Registration Number:-
UP TIN No. : **09365800914**

3.2.3 ~~Central Sales Tax/ Value Added Tax on direct sales by the Seller/ contractor to the purchaser shall be reimbursed, as per tariff applicable on the approved items, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price, it will not be eligible for reimbursement by the purchaser.~~

3.2.4 ~~Purchaser proposes to make sale in transit under section 6 (2) (b) of Central Sales Tax Act where goods are moving interstate. "C" form shall be issued and exchanged against E1/E2 forms based on quarterly transactions. Seller/ Contractor is required to submit his request in the format enclosed as Annexure VII. No concessional form will be issued for goods moving within the State of U.P.~~

3.2.5 ~~If documents are submitted through bank, issuance of Form "C" shall not be insisted upon at the time of retirement of document(s).~~

3.2.6 ~~VAT (if applicable) invoice, in proper format prescribed by respective state sales tax act has to be submitted in the name of nodal agency specified in SCC.~~

3.3 SERVICE TAX:

~~Service tax paid by the seller/ contractor to the Govt. Authorities directly shall only be reimbursed at actuals but restricted to the rate and amount mentioned in the order/ contract The offer should clearly indicate the percentage and the total amount.~~

3.4 OTHER TAXES & LEVIES

All other taxes and levies other than ED, Sales tax, service tax shall be deemed to be included in the basic prices unless specified otherwise by bidder in price bid. No variation in other taxes and duties shall be payable by purchaser.

3.5 CUSTOMS DUTY:

3.5.1 The customs duty element for imported items as per SCC shall be included in the basic prices. No variation in customs duty and exchange rate for imported items shall be payable by purchaser.

3.5.2 Seller/ contractor shall arrange for his own import license, if required, since purchaser will not provide any import license. Therefore, Seller/ contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.

3.5.3 Essentiality or Project Authority (PA) certificate as per Import Policy, if required, to avail concessional customs duty, shall be clearly specified in the offer. The import contents (CIF) in terms of as list of items, quantity (CIF value in rupees), foreign currency, country of origin, etc., shall be submitted as part of Price bid. For details refer SCC.

3.6 DIRECT TAX:

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

3.6.2 Deductions of tax at source at the prevailing rates shall be effected by the purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per provision in Govt. Rules.

4.0 STATUTORY VARIATIONS

4.1 If the rates for taxes and duties in respect of the quoted materials and/or services assumed by the Seller/ contractor are less than the tariff rates prevailing at the time of tendering, Seller/ contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.

4.2 Statutory variations in Excise Duty, Service Tax and central Sales Tax/Value Added Tax only on self-manufactured items/services rendered by vendor himself on the rates prevailing at the time of delivery in comparison to the date of offer, will be to the account of the purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc., shall be payable by the purchaser.

4.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

5.0 TRANSPORTATION & FREIGHT CHARGES

5.1 All dispatches shall be only through road carriers approved by the Purchaser/ Scheduled Banks.

5.2 Road permit/ entry permit, if required, as per laws of the state shall be arranged by the Purchaser.

5.3 Freight charges shall be payable after delivery of the goods at the project site.

6.0 VARIATION

The prices shall remain firm for any increase or decrease in the Order/ Contract value up to plus or minus 30% unless specified otherwise in technical specification/ price format. The purchaser shall have the right to increase or decrease quantities and scope up to the above extent of value and Seller/ contractor shall be bound to accept the same at the contracted prices without any escalation.

7.0 SECURITY DEPOSIT BANK GUARANTEE

7.1 TIME FOR SUBMISSION

7.1.1 The successful tenderer shall submit security deposit bank guarantee as per format given in Annexure-IV, within 30 days of LOI/ Order/ Contract to cover the due performance of the LOI/ Order/ Contract and to fulfill the guarantee conditions stipulated in the Order/ Contract.

7.2 VALUE :

The value of bank guarantee shall be 10% of the Order/ Contract value excluding taxes, duties and freight charges. If the value of the Order/ Contract gets enhanced at any time, the Seller/ contractor shall submit the Bank Guarantee correspondingly to the enhanced value at the time of claiming first payment after Contract amendment, failing which the purchaser shall recover the equivalent amount from the payments due to the Seller/ contractor.

7.3 VALIDITY :

For supply Order/ Contract, the validity of the bank guarantee shall be for **six (6) month** from the date of PO, i.e. up-to the completion of shipment of material.

7.4 The purchaser shall reserve the right and it shall be lawful on its part to forfeit and en-cash the bank guarantee, in the event of any default, failure or neglect on the part of the Seller/ contractor, in fulfillment of performance of the Order/ Contract.

7.5 The Security deposit bank guarantee shall be revalidated by the seller/ contractor, whenever it is warranted, till the complete fulfillment of the contractual obligations. The bank guarantee shall be extended by the seller/ contractor at his cost, for a period not less than three months at a time, on the same terms for full value of the Order/ Contract, before expiry of the bank guarantee.

7.6 Equivalent amount shall be recovered from the payments due to the Seller/ contractor before releasing any payment, in the absence of a valid Bank Guarantee.

7.7 The BG should be from Public Sector Banks/Consortium Banks and shall be directly furnished by bank to BHEL/PSNR, NOIDA. The BGs from Co-operative Banks are not acceptable. However, BG of other than consortium bank/ public sector bank can be accepted subject to an overall exposure limit (at the unit/ region level) of Rs. 10 Crores for banks with net worth of more than Rs.500 Crores as on the last balance sheet date and Rs.5.0 Crores for banks with net worth between Rs.350-500 Crores (a certificate and a copy latest balance sheet to be given by the bank to the purchaser with BG.

7.7.1 In case of private sector banks, a clause to be incorporated in the text of BG that it can be enforceable by being presented **at any branch** of the bank.

7.7.2 In case of BGs given by non-Consortium banks (Private sector or Public sector), the BGs are to be enforceable in the town/ city in which the purchaser is located.

7.7.3 The genuineness of the said BG has to be confirmed with the issuing bank.

7.7.4 The list of Consortium Banks is as per Annexure - X.

8.0 TERMS OF PAYMENT

8.1.1. **Ninety per cent (90%)** of basic price of materials supplied along with applicable taxes and duties, if applicable, for the each consignment shall be paid against dispatch documents on pro-rata basis.

8.1.2. **Ten per cent (10%)** of basic price along with freight, Export packing charges, and any other taxes, if any, will be released on pro-rata basis after submission of **Material Receipt Certificate (MRC)**, which is issued by the BHEL Regional operation Division responsible for shipping of materials

Notes:-

All payment shall be released within 45 days of submission of complete documents as per contract.

8.2. DOCUMENTS TO BE SUBMITTED FOR CLAIMING PAYMENTS AGAINST SUPPLY.

Please see the Clause 7.0 of SCC (Section – “D”) of NIT.

8.3 LOADING DETAILS IN CASE OF DEVIATIONS:-

No deviation from Tender terms and conditions shall be accepted.

8.5 MODE OF PAYMENT

The payment shall be made directly to the Seller/ contractor, by E-transfer. Seller/ contractor to provide necessary information for the same as per annexure IX

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

9.0 RECOVERY OF OUTSTANDING AMOUNT

In the event of any amount of money being outstanding at any point in time against the Seller/ Contractor, due to excess payment or any other reason whatsoever, in the present order/ contract or any other order/ contract, the outstanding amount shall be recovered from the payments due to the

seller/ contractor or at any other appropriate time and manner/ mode as deemed fit by the Purchaser at its sole discretion.

10.0 DELIVERY/COMPLETION SCHEDULE

10.1 The Seller/ contractor shall so organize his resources and perform the Order/ Contract so as to complete it as per stipulated delivery/ completion schedule.

10.2 Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery, by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.

10.3 Supply of plant/equipment/ stores shall adhere to the quality and specifications as per Order/ Contract and shall be delivered at the destination specified in the Order/ Contract.

10.4 Date of dispatch for indigenous supplies (RR/ GR date) and shipment (AWB/ B/L date) for imported supplies shall be treated as **the date of delivery** for the purpose of levying **Liquidated Damages as per clause 13**.

10.5 Terms of delivery shall be FOR despatch station.

11.0 INSPECTION AND TESTING AT CONTRACTOR'S PREMISES

11.1 Inspection Agency, CQS (BHEL) unless specified otherwise in the contract shall have, at all reasonable times, access to the Seller/ contractor's premises or works, and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the stores during its manufacture, and if part of the stores is being manufactured at other premises, the Seller/ contractor shall obtain from the Inspection Agency, permission to inspect, examine and test as if the store is being manufactured on the Seller/ contractor's premises.

An inspection call is to be raised by the Seller/ contractor on BHEL CQS Website.

Such inspection, examination and testing by itself shall not relieve the Seller/ contractor from any obligation under the Order/ Contract. Non-conformance from the contract specifications shall be reported by the Seller/ contractor as per part – I of Annexure – V.

11.2 The Seller/ contractor shall give the Inspection Agency, reasonable notice of any material being ready for testing, and the Inspection Agency shall (unless the inspection of tests is voluntarily waived), on giving reasonable notice to the Seller/ contractor, attend at the Seller/ contractor's premises within fifteen (15) days of the date on which the material is notified as being ready. All standard shop tests, physical and chemical tests required by the standards or as may be prescribed or approved as per Order/ Contract, shall be conducted by the Seller/ contractor. The Inspection Agency reserves the right to waive any of the above tests requirements and to prescribe new tests, if found necessary, to complete the work so as to conform to the best practices. The Seller/ contractor shall forthwith forward to the Inspection Agency, duly certified copies of the **test certificates in quadruplicate**, for approval.

Further copies of the shop test certificates shall be bound with the instruction manuals referred to in "Seller/ contractor's documents, drawings and instruction manuals".

11.3 Where the Order/ Contract provides for tests/ inspections at the premises or works of the Seller/ contractor or any sub-contractor, the Seller/ contractor, except specified otherwise, shall provide free of charge, such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.

11.4 INSPECTION MEASURING AND TEST EQUIPMENTS

11.4.1 Inspection measuring and test equipments (IMTE) whether used by the Seller/ contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.

11.4.2 In addition to above, Seller/ contractor shall ensure the following:

- a/ Measurement uncertainty is known and consistent with required measurement capability of the IMTE.
- b/ Selection of IMTEs is compatible with the necessary accuracy and precision of required measurement.
- c/ IMTEs are calibrated at the required intervals against certified equipments having known valid relationship to nationally recognised standards, at recognised calibration labs.
- d/ Calibration records are available and traceable to the particular IMTE.
- e/ In case, during recalibration, the IMTE is found out of calibration, report on action taken to validate the previous results along with both calibration records of the IMTE to be furnished to Inspection Agency.
- f/ IMTEs are stored, handled and preserved such that accuracy and fitness are maintained and safeguarded from adjustments.

NOTE: Purchaser's decision on acceptability of the product in such cases shall be binding.

11.4.3 Responsibility of usage of valid and calibrated IMTEs by his sub-contractor(s) shall be of the Seller/ contractor.

11.4.4 In case, calibration records are required by purchaser, copies of the same shall be furnished.

11.5 Seller/ contractor shall be fully responsible for the Quality of products supplied by sub-contractors.

12.0. MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)

12.1 When the tests have been satisfactorily completed at the Seller/ contractor's works, the Inspection Agency shall issue a certificate to that effect within fifteen (15) days after completion of tests, but if the tests were not witnessed by the Inspection Agency or his representative, the certificate would be issued within fifteen (15) days of the receipt of the test certificates by the Inspection Agency.

12.2 Purchaser/Owner will issue MDCC to the Seller/ contractor based on the QS Note/Report from the Inspection Agency.

12.3 Seller/ contractor will not dispatch any material before issue of MDCC by the Purchaser/ Owner.

12.4 The satisfactory completion of these tests or the issue of MDCC, shall not bind the purchaser/ Owner to accept the supply/equipment, should it, on further tests after erection, be found not to comply with the contract provisions.

13.0 DELIVERY FAILURE AND TERMINATION/ LIQUIDATED DAMAGES

13.1 The parties hereto agree that the timely despatch/ delivery and completion of other schedules as stipulated in Order/ Contract shall be the essence of the Order/ Contract. If the seller/ contractor fails to complete the despatch/ delivery and other schedules within the time period stipulated in the Order/ Contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for breach of Order/ Contract without prejudice to any other rights and/ or remedies provided for, in the Order/ Contract and hereunder.

13.2 DELAYED DELIVERY

13.2.1 It is clearly understood among the parties to the contract the "Time is the essence of the contract". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of 0.5% of the value of un-despatched goods for each week of delay subject to a maximum of 15%. Specific confirmation for this clause has to be given in the offer. Otherwise the offers will be liable for rejection.

13.2.2 The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller/ contractor with notice to the seller/ contractor of the stores due for delivery but not so delivered or their equivalent, without canceling the Order/ Contract in respect of the stores not yet due for delivery. The manner and the method of such purchase shall be at the discretion of the purchaser.

13.2.3 Purchaser reserves the right to cancel the Order/ Contract or a portion thereof for the stores not so delivered at the risk and cost of the seller/ contractor and the seller/ contractor shall be liable to the purchaser for any excess costs thereof.

13.2.4 Seller/ contractor shall continue the performance of the Order/ Contract under all circumstances, to the extent not cancelled.

14.0 INSURANCE

14.1 Insurance shall be arranged by BHEL.

14.2 Bidders/Vendors shall inform the insurance company, appointed/ nominated by BHEL/ Purchaser, the details of despatches under intimation to BHEL such as LR no. & date, Truck nos., P.O. no., project & value.

14.3 Insurance as applicable for field work such as third party liability, workmen compensation, Seller/ contractor's own Tools & Plants and automobile shall be arranged by the seller/ contractor.

15.0. **INTER-CHANGEABILITY AND CHANGES**

15.1 All similar components or parts of similar equipment supplied by the seller/ contractor shall be interchangeable with one another.

15.2 Even though all the work and materials necessary for satisfactory completion of the works may not be detailed in the specifications and schedules, the cost will be considered to be within the contract price and no extra charges shall be payable. However, if there are substantial changes in the specifications of the stores/ plant, consequential changes in prices shall be mutually agreed between the purchaser and the seller/ contractor.

16.0 **PACKING**

16.1 The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.

16.2 Packing list shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate:

- a/ Packing size.
- b/ Gross weight and net weight of each package.
- c/ Contents of the package with quantity of each item separately e.g. No. of TMT bars in each bundle.

16.3 In case of shipment by sea, the packing shall be sea-worthy and of international standard.

16.4 **COLOUR CODING OF TAGS/MARKING/STICKERS**

16.4.1 Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details regarding purchase order, description of the components, quantity etc.

16.4.2 Tags should be of the colour as mentioned below:

Main equipment:	Yellow or white tag
Mandatory spares:	Pink or red tag
Start-up/Commissioning spares:	Blue tag
O&M spares:	Green tag

16.4.3 Similar colour scheme should be followed wherever stickers are pasted on components.

17.0 MATERIAL RECEIPT CERTIFICATE

The Seller/ contractor shall arrange Material Receipt Certificate from the concerned project site, duly signed by the purchaser/owner Site Engineer, after receipt of the material at site and its physical verification wherever E&C is in the scope of seller/ contractor.

For supply packages – MRC shall be arranged by BHEL. However vendor to provide copy of receipted LRs to enable BHEL to obtain MRC from site.

18.0 CONSIGNEE'S RIGHT OF REJECTION

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

18.2 Rejected goods or materials shall be removed by the seller/ contractor within a period of 15 days from the date of receipt of notice of such rejection. The expenses to be incurred in respect thereof shall entirely be borne by the seller/ contractor.

19.0 RISKS IN STORES (FOR E & C CONTRACTS)

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

20.0 SHORTAGES/DAMAGES

20.1 FOR SUPPLY PACKAGES

Shortages in sound cases shall be replenished free of cost as early as possible by vendor.

Shortages/ Damages during transit/ handling at site, vendor shall supply replacements as early as possible at old contractual rates upon intimation to vendor within 3 months of receipted LR.

21.0 CONFIDENTIALITY

Seller/ contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems,

procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalised during the course of execution of the Order/ Contract.

22.0 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

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

22.2 Cost of the purchases made by the Purchaser at the risk and cost of the seller/ contractor shall be worked out after levying 30% overheads as departmental charges on the ex-works cost of materials purchased.

23.0 TERMINATION OF THE CONTRACT

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

23.2 The purchaser shall also have the right to cancel the Order/ Contract at the risk and cost of the Seller/ contractor in case either the Seller/ contractor himself or any of his representative or agent is found to have been a previous employee of the purchaser immediately before the retirement and has within a period of two years of such retirement accepted the employment of the Seller/ contractor

either as a Seller/ contractor or as an employee without having obtained the prior permission of the purchaser.

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

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

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

24.2 If the seller/ contractor is an individual or a proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the purchaser is satisfied that the legal representative of the individual seller/ contractor or the proprietor of proprietary concern and in the case of partnership, surviving partners are capable of carrying out and completing the Order/ Contract, the purchase shall be entitled to cancel the Order/ Contract as to its incomplete and without being in any way liable to payment of any compensation to the estate of seller/ contractor and/or to the surviving partners of the seller's/contractor's firm on account of the cancellation of the Order/ Contract.

24.3 Terms and Conditions shall not get affected in case of merger/ amalgamation/ re-arrangement/ takeover etc.

24.4 The decision of the purchaser that the legal representatives of the deceased seller/ contractor or surviving partners of the seller's/ contractor's firm can not carry out and complete the Order/ Contract shall be final and binding on the parties hereto.

25.0 FORCE MAJEURE

25.1 Notwithstanding anything contained in **clause 14.0**, if at any time, during the continuance of the Order/ Contract the performance in whole or in part by either party, of any obligations under this Order/ Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Order/ Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/ Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of the purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.

25.2 In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

25.3 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall Project schedule and make alternative arrangements for completion of delivery and other schedules.

26.0 INDEMNIFICATION

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

27.0 CONTRACT PERFORMANCE EVALUATION

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

28.0 SETTLEMENT OF DISPUTES

28.1 Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by purchaser, subject to written appeal by the Seller/ contractor to the purchaser, whose decision shall be final.

28.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

28.3 The Seller/ contractor shall continue to perform the Order/ Contract, pending settlement of dispute(s).

29.0 ARBITRATION

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

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

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

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

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

30.0 LAWS GOVERNING THE CONTRACT

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

31.0 JURISDICTION OF COURT

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

SECTION – “F”

1.0. PRICE SCHEDULE

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

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

Sl. No.	Description	Price (Rs.) (In figures and words)
1.1	<p>TOTAL FIRM PRICE inclusive of all prevailing taxes, duties and other levies etc., for Supply FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS: 4449:1997 AND EPOXY COATING AS PER BS: 7295-1:1990 & BS: 7295-2:1990 including Epoxy coating, Sea worthy Export packing, and Transportation up to Mumbai Port or CHA storage facility in the nearby area for further shipment to Republic of Yemen.</p> <p>Transit Insurance of material & Unloading at Mumbai Port or CHA storage facility in the nearby area is in BHEL’s scope. (Break-up to be given as at 2.0 of this Section)</p>	

Notes:

- a) Item wise breakup of the Prices shall be as per price format (enclosed). Bidders to quote supply price in INR only.
- b) Bidder should note that total price indicated above at 1.1 shall be considered for Price Evaluation and hence should be complete in all respect for the full scope defined and considering all terms and conditions agreed. However, Price of optional items, if any, shall not be considered for Price Evaluation.
- c) Any item not included in the price quoted above and shown separately will not be considered.
- d) In case, price indicated above does not match with the break up given at 2.0, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.
- e) **Per MT price quoted shall be applicable for all purposes, i.e. addition, deletion or recovery as the case may be.**
- f) Terminal Excise Duty (TED) is not payable since physical export. CT – 1 and necessary ARE – 1 form shall be issued for your own manufactured items to enable you to dispatch without payment of Excise duty.
- g) Sales Tax / VAT is also not payable. BHEL shall issue necessary form “H”.
- h) Detail information regarding octroi applicable in Mumbai has been mentioned in the SCC. Necessary form “N” shall be got issued by BHEL.

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

2.0. BREAK UP OF PRICE GIVEN IN 1.1 ABOVE

4X100 MW MARIB GTPS PHASE – II, REPUBLIC OF YEMEN.					
BILL OF QUANTITY FOR SUPPLY OF REINFORCEMENT BARS					
SL. NO.	DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE PER MT (IN Rs.)	AMOUNT (IN Rs.)
2.1	FUSION BONDED EPOXY COATED HIGH YIELD STEEL DEFORMED REINFORCEMENT BARS CONFORMING TO GRADE 460B TYPE 2 AS PER BS: 4449:1997 AND EPOXY COATING AS PER BS: 7295-1:1990 & BS:7295-2:1990 OF FOLLOWING SIZES;				
a	8 mm	MT	164		
b	10 mm	MT	212		
c	12 mm	MT	31		
d	16 mm	MT	488		
e	20 mm	MT	504		
f	25 mm	MT	386		
g	28 mm	MT	22		
h	32 mm	MT	79		
	TOTAL	MT	1886	-----	
2.2	Export sea worthy packing for protection against damage in transit	MT	1886		
2.3	Transportation of Fusion bonded Epoxy coated reinforcement bars from vendor's works up to Mumbai Sea port or CHA storage facility in the nearby area and handing over to concerned BHEL authority including all statutory permits, taxes/ challans complete of all costs in all respects.	MT	1886		
2.4	Any other charges which is not mentioned in above				
	Total of 2.1 to 2.4	MT	1886		

Note: Per MT price quoted shall be applicable for all purposes, i.e. addition, deletion or recovery as the case may be.

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

ANNEXURES

No.	DESCRIPTION
I	OFFER SUBMISSION AS PER NIT
II	TERMS & CONDITIONS CONFIRMATION
III	DECLARATION
IV	SECURITY DEPOSIT BANK GUARANTEE BOND
V	INSPECTION AUTHORITY DETAILS
VI	REVERSE AUCTION FORMAT & TERMS AND CONDITIONS
VII	CERTIFICATE OF NO DEVIATION
VIII	INTEGRITY PACT
IX	NEFT DETAILS
X	LIST OF CONSORTIUM BANKS



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

ANNEXURE - I

(To be filled up by the Bidders)

Ref. No. :

Dated :

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

ATTENTION:

Dear Sir,

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

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

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

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

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

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

Thanking you,

Yours faithfully,

Date:

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

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

1	Name and Address of the Supplier		
2	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
3	Whether Supplier carrying out Fusion bonded Epoxy coating on TMT as a principle bidder	Applicable	YES / NO
4	Whether Supplier manufacturing TMT as a principle bidder	Applicable	YES / NO
5	Whether Pre-Qualification Requirement (PQR) Criteria is understood and provided proper supporting documents.	Applicable	YES / NO
6	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed and stamped	Applicable	YES / NO
7	Submission of Epoxy coating Procedure as per BS:7295-1:1990 & BS:7295-2:1990	Applicable	YES / NO
8	Submission of EMD as specified in Tender	Applicable	YES / NO
9	Submission of Integrity Pact as per Annexure - VIII	Applicable	YES / NO
10	Submission of No Deviation Certificate as per Annexure - VII	Applicable	YES / NO
11	Acceptance of Payment Terms as specified in the Tender	Applicable	YES / NO
12	Acceptance of Validity of Offer as Specified in Tender	Applicable	YES / NO
13	Acceptance of Delivery Period as Specified in Tender	Applicable	YES / NO
14	Acceptance of Liquidated Damages (LD) as Specified in Tender	Applicable	YES / NO
15	Acceptance of Security Deposit (SD) bank Guarantee as Specified in Tender	Applicable	YES / NO

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

Date:

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

ANNEXURE – III

DECLARATION

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

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

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

Signature of authorised Representative

Name and Designation:

Name & Address of the Bidder

Date

Forwarded to:

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

(Please delete whichever is not applicable.)

ANNEXURE – IV

SECURITY DEPOSIT BANK GUARANTEE BOND

1. In consideration of **BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR NORTHERN REGION** (hereinafter called the "**Company**") having agreed from M/s _____ (hereinafter called the said **Contractor** which term includes supplier for the purpose of the bond) to accept the demand under the terms and conditions of the Agreement No. _____ dated _____ made between _____ and _____ (hereinafter called the said **agreement**) of Security Deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we, _____ (indicate the name of the **Bank**) _____ (hereinafter referred to as the **Bank**) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We, _____ (indicate the name of the **Bank**) _____, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reasons of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment to so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the **Bank**) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till _____ office/ Department/ Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ * _____, we shall be discharged from all the liability under this guarantee thereafter.

TENDER ENQUIRY NO. BHEL-PSNR/SCP/CS/YEMEN/E-2431 Dtd. 08.05.2013

5. We, _____ (indicate the name of the Bank) _____ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, _____ (indicate the name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

- * This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

ANNEXURE – V**INSPECTION AUTHORITY DETAILS****CQS JURISDICTION**

Code No	CQS Centre	Telephone No.	Fax No.	Jurisdiction
A	Centre Head Kribhco Bhawan, 2 nd Floor Sector -1, A8-10, Noida – 201-301 (UP)	0120-2443496 0120-2443497	0120-2443492 0120-2443493	DELHI,GWALIOR (MP) HARYANA,PUNJAB, RAJASTHAN, HP, UTTAR PRADESH,UTTARANCHAL
B	Centre Head 1 st floor EVR Periyar Building No. 690 (old No.474) Anna Salai, Nandanam Chennai – 600-035	044-24314294 044-24314298	044-24314296	KERALA, PONDICHERRY, TAMIL NADU Excluding Hosur (Ref. CQS-Bangalore) TIRUPATI (AP), VIZAG
C	Centre Head 3 rd Floor, DJ 9/1 Salt Lake City, Kolkata – 700 091	033-23216308 033-23216318	033-23216495	ASSAM,BIHAR,ORRISSA, WEST BENGAL
D	Centre Head 2 nd floor CTI Building BHEL Complex Prof. CNR Rao Circle Opp. Indian Institute of Science Malleswaram, Bangalore – 560-012	080-23367608 080-23367609	080-23367637	GOA,KARNATAKA, KOLHAPUR,RATNAGIRI, SANGLI (MAH) HOSUR (TN)
E	Centre Head 15 th floor, World Trade Centre-1 Cuffe Parade, Colaba Mumbai	022-22187969 022-22181571	022-22151460 022-22187850	MAHARASHTRA (Excluding Ratnagiri & Sangli (Ref. CQS- Bangalore) Jalgaon & Nagpur (Ref. CQS Bhopal) Aurangabad & Walchandnagar (Ref. CQS Secunderabad) GUJRAT (Excluding Vadodara & Anand, Ref. CQS,Bhopal) DAMAN
F	Centre Head “Ek Tara” Building 39, Sarojini Devi Road Secunderabad -500 003	040-27801129 040-27704290	040-27701147	ANDHARA PRADESH (excluding Tirupathi (Ref. CQS- Chennai) AURANGABAD & WALCHANDNAGAR (MAH) Kirloskarwadi
G	Centre Head Block VI Annexe P.O. Piplani Bhopal	0755-2502366	0755-2685233	1) MADHYA PRADESH (Excluding Gwalior (Ref. BHEL,CQS, Noida) 2) CHHATTISGARH 3) JALGAON & NAGPUR OF MAHARASHTRA 4)VADODARA & ANAND OF GUJARAT

Reallocated areas to different CQ Centers from 1/7/07 Units placing P.O.s on above & onwards dates respective Centers can be contacted for inspection & other follow up. Po's prior to above dates, respective Centers take up inspection.

Note:

Inspection agency for goods of foreign origin shall be intimated, if inspection is required as per Quality Plan

ANNEXURE – VI

REVERSE AUCTION (RA) FORMAT

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

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

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

- (a) Name of Designation of official:

- (b) Postal Address (Complete):

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

- (d) FAX No.:

- (e) E-mail address:

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

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

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (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. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

1. 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.
2. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
3. Business rules like event date, time, and 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. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/scrap the reverse auction process/proceed with conventional mode of tendering.
11. 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.
12. 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.

Bids-given by the bidders during the Reverse Auction process will be taken as an offer to execute the work. Bids once made by the bidder, cannot be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid

ANNEXURE – VII

CERTIFICATE OF NO DEVIATION

TENDER No. : BHEL-PSNR/SCP/CS/YEMEN/E-2431

I/ WE, M/s _____

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

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

ANNEXURE – VIII

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____
_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 – Commitments of the Principal

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

statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality.

- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would-be competent to participate in the bidding. In other words, entering into this agreement would be preliminary qualification.

For & On behalf of the Principal
(Office Seal)
Place-----
Date-----

Witness: _____
(Name & Address) _____

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

Witness: _____
(Name & Address) _____

ANNEXURE – IX

NEFT Application Form

Name of the party

Name of the Bank

Address of the Bank

Party's A/c no

Type of A/c

IFSC CODE

Vendor's E-MAIL ADDRESS

Authorised Signatory

Seal

Note:

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

ANNEXURE – X

LIST OF CONSORTIUM BANKS

1. State Bank of India
2. ABN Amro Bank N. V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N. A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.
9. The Hongkong and Shanghai Banking Corporation Ltd.
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank