







Project	Equipment	Phy Unit	Qty	Unit Exworks	% ED	% CST	% VAT	% ST	Unit F&I	Plan Dt	Comments
SS	420kV breakers (The required instruments for Erection Testing & commission shall be brought by the bidder)										
TANTRANSCO THAPPAGUNDU SS	Supervision charges for erection, testing and commissioning of 420kV Circuit Breaker with special tools and test instruments in Bidder scope (for one man-day)	day	1	✓	✓	✓	✓	✓	✓		
TANTRANSCO THAPPAGUNDU SS	132 KV, 2000A, 40 KA for 3s Outdoor SF6 Breaker with supporting structure and other accessories, complete in all respects	Set	13	✓	✓	✓	✓	✓	✓		
TANTRANSCO THAPPAGUNDU SS	Suitable SF6 gas filling adopter for 132kV Circuit Breaker	No	1	✓	✓	✓	✓	✓	✓		
TANTRANSCO THAPPAGUNDU SS	SF6 gas (15% of the Main quantity)	LOT	1	✓	✓	✓	✓	✓	✓		
TANTRANSCO THAPPAGUNDU SS	Lump Sum Supervision Charges for Erection Testing & commissioning of 132kV breakers (The required instruments for Erection Testing & commission shall be brought by the bidder)	Lot	1	✓	✓	✓	✓	✓	✓		
TANTRANSCO THAPPAGUNDU SS	Supervision charges for erection, testing and commissioning of 132kV Circuit Breaker with special tools and test instruments in Bidder scope (for one man-day)	day	1	✓	✓	✓	✓	✓	✓		

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

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

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

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

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

**OFFERS THROUGH E-MAIL / FAX:**

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

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

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

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

**For saving Excel file with password**

Steps to be followed:

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

**For saving Word file with password**

Steps to be followed:

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

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

**MSME STATUS**

**"THOSE INDUSTRIES WHO HAVE FILED A MEMORANDUM WITH THE CONCERNED AUTHORITIES AND REGISTERED AS MICRO & SMALL ENTERPRISE UNDER MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT 2006, HAVE TO SUBMIT A COPY OF SUCH REGISTRATION CERTIFICATE / MEMORANDUM TO BHEL FOR NECESSARY COMPLIANCES OF THE ABOVE ACT".**

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

for BHARAT HEAVY ELECTRICALS LTD

---

**We acknowledge the receipt of tender.**

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

To  
V.S Kagra  
Sr Manager  
BHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP  
TOWER-A,5th Floor,  
Advant Navis IT Business Park,  
Plot No-7,Sector-142,Expressway Noida  
Noida-201305  
Distt. Gautam BudhNagar,U.P

Ph: 011-41793271 / 24302110  
Fax: 011-24365869

**Enquiry No :** 143G012      **Enquiry Dt :** 01-Nov-13

**Signature and Seal of Tenderer**

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

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

Sr. No	Terms & Conditions
1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 2.00 PM of the due date of opening in <b>Material Management Division, Transmission Business Group, 5<sup>th</sup> Floor, Advant Navis IT Business Park, Plot No. 7, Sector-142, Expressway Noida, Noida-201305 Distt. Gautam Budh Nagar (U.P.)</b></p> <p>3. The same shall be opened at 2.30 PM on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>4. Bids are to be submitted in Two parts: i) Techno-commercial bid (Part I) – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid.  ii) Price bid (Part II) – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p>5. For any Technical clarification, please contact Ms. Richa Singh (Engineer) Tower – A, 5<sup>th</sup> Floor, Advant Navis IT Business Park, Plot No. 7, Sector-142, Expressway Noida, Noida-201305 e-mail : richasingh@bhel.in</p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms &amp; condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p><b>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period</b></p>

Sr. No	Terms & Conditions
	<p><b>of offer, unless asked by BHEL, shall not be considered. With-drawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</b></p> <p><b>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material</b>  There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p>
2.	<p><b>PRICES:</b></p> <p><b>&lt;RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY&gt;</b></p> <p><b>A.1.</b> Unless specifically indicated, all prices shall be <b>FIRM</b>. No enhancement of rate for whatever cause unless and until asked by BHEL will be allowed.</p> <p><b>A.2. PVC (if indicated)</b>  The prices to be quoted are with <b>PVC</b> with following formula.</p> <p><i>&lt;Formula&gt;</i></p> <p>The base indices in the formula shall be of first notification of ----- of the ----- month.  The date of delivery shall be PO delivery date or date of actual despatch, whichever is earlier.</p> <p><b>B</b> The prices shall be quoted by the vendors considering following.</p> <p><b>B.1.</b> Unless specifically indicated, the prices shall be on <b>Domestic project basis</b>.</p> <p><b>B.2. Deemed export (if indicated)</b>  i) Prices are to be quoted considering following benefits:  1. -----  2. -----  3. -----</p> <p>ii) For availing above benefits, BHEL shall provide following documents.  1. -----  2. -----</p> <p>iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.</p> <p><b>B.3. Physical export (if indicated)</b>  i) Prices are to be quoted considering following benefits  1. -----  2. -----</p> <p>ii) For availing above benefits BHEL shall provide following documents  1.  2.</p> <hr/>

Sr. No	Terms & Conditions
	<p>C. The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p> <p><b>a) Ex-works Price:</b> Ex- works price including packing &amp; forwarding charges.</p> <p><b>b) Excise duty:</b> ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p><b>c) Sales Tax:</b> ST / VAT /CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</p> <p><b>e) Entry tax / Octroi Charges:</b> Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p><b>f) Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p><b>g) Type Test charges:</b> If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p><b>h) Erection / Commissioning supervision charges:</b> If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note: The purchase order shall be placed on Ex-works basis.</p>
3.	<p><b>TERMS OF PAYMENT :</b></p> <p><b>&lt;RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY&gt;</b></p> <p><u>For BOIs (non package items)</u></p> <p>100% payment along with taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of complete invoice containing following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> <li>- Receipted LR</li> <li>- Excise invoice (if applicable)</li> <li>- Delivery Challan / Packing list (casewise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> <li>- MICC issued by BHEL,</li> <li>- Guarantee certificate,</li> <li>- Copy of Performance Bank Guarantee.</li> </ul> <p><u>For BOPs : Air-Conditioning &amp; Ventilation, Fire Protection, Illumination, Oil handling system where ETC is in scope of bidder</u></p> <p>a. 90% of Ex-works value alongwith 100% taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies)</p> <ul style="list-style-type: none"> <li>- Receipted LR / RR</li> <li>- Excise invoice (where ED re-imburement is required)</li> <li>- Delivery Challan / Packing list (casewise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> </ul>

Sr. No	Terms & Conditions
	<p>- Despatch Clearance given by BHEL,  - Guarantee certificate,  - All Test reports and inspection reports,  - Performance Bank Guarantee copy.</p> <p>b. 5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>c. 5% of Ex-works value on successful completion of Erection, Testing, Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)</p> <p>Note: When ETC is not in scope last 5% as per (c) above shall be paid alongwith (b).</p> <p><u>Terms of payment for Type test charges:</u>  100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u>  100% Payment for services towards supervision of ETC shall be lump sum on pro-rata completion of each circuit breaker against certification by BHEL.</p> <p><u>Terms of payment for Training charges:</u>  100% Payment for Training of customer/BHEL shall be lump sum on pro-rata completion at each site against certification by BHEL.</p>
4.	<p><b>INTEREST LIABILITY</b>  In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p><b>GUARANTEE :</b>  The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site.</p>
6.	<p><b>PERFORMANCE BANK GUARANTEE :</b></p> <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><b>Option A:</b>  A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p><b>Option B:</b>  BG for 10% of the total Ex-works PO value, valid for 18 months from the date of PO delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount. The PBG is to be kept valid for 18 months from the last item's delivery date of the PO.  <b>Note:</b> The claim period of the BG should be 3 months over and above the validity of the BG as above.</p> <p><b>Option C:</b>  Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of</p>

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

Sr. No	Terms & Conditions
16.	<p><b>ARBITRATION :</b> All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under <b>'The Arbitration and Conciliation Act-1996'</b> and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.</p>
17.	<p><b>LEGAL SETTLEMENT :</b> All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi</p>
18.	<p><b>SUBCONTRACTING :</b> In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.</p>
19.	<p><b>RISK PURCHASE :</b> In case the successful bidder fails to supply or fails to comply with the terms &amp; conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.</p>
20.	<p><b>ADJUSTMENT OF RECOVERY:</b> Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.</p>
21.	<p><b>FORCE MAJEURE CONDITION:</b> If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.</p>
22.	<p><b>REVERSE AUCTION :</b> BHEL shall reserve the right to exercise an option for "reverse auctioning" if required</p>

Signature of Bidder  
Seal

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

**Clause 1:**

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

**Clause 2: PRICES**

**A.1.: Applicable**

A.2.: Not applicable

B.2.: Not Applicable.

**B.1. Applicable**

**Tax/Duties:** ED & CST are payable to vendor and VAT paid to vendor shall be cost to BHEL.

B.3. Not applicable

**Clause 3: TERMS OF PAYMENT**

Terms for BOP is not applicable.

Terms for BOI is applicable.

**Documents for payment:**

1. Invoice, 2. Proof of material receipt (Receipted LR), 3. Guarantee Certificate, 4. Insurance certificate, 5. Packing list, 6. Delivery Challan, 7. BHEL MICC, 8. Performance BG copy.

**Clause 6: PERFORMANCE BG:**

**In case the Ex-works value exceeds INR 2 Crores, the Option-A: Rolling BG shall not be applicable.**

**Clause 16: ARBITRATION**

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

**SPECIAL INSTRUCTIONS:**

- Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.
- Price bid to be opened only after vendor approval from end customer.
- Please refer clause no. 6 of section-1 of technical specification for pre-qualification requirement.
- Rating-wise evaluation shall be done for 420 kV, 245 kV & 132 kV CB alongwith their spares and services. However project wise POs shall be placed, therefore vendor to quote price bids for both the projects separately.

**INTEGRITY PACT**

The Integrity Pact is issued as part of the bidding documents and shall be returned by the vendor alongwith the techno-commercial bid (Part-1), duly signed by the authorized official of the vendor and will form part of the Purchase Order / Contract. Only those vendors who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification.

**Name of the Independent External Monitor to be considered (IEM):**

**Shri J. M. Lyngdoh, IAS (Retd.)**

**Plot No. 144-145, Pragati Resort, Proddator Village & P.O.,**

**Shankarpally Road,**

**Rangareddy Distt. (AP)- 500 033**

**All correspondence with Shri J M Lyngdoh, IAS (Retd) has to be with registered post only as courier service is not available there.**

**Note:**

1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of the two options (B or C) mentioned in clause no. 6 of the General terms and conditions (BHEL/TBG/GTC/02-07).
2. Proposed delivery plan is 01-Mar-2014; however vendor has to quote their best delivery plan in activity schedule.
3. "MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EMI certificate along with CA certificate (Format enclosed as per Annexure – 1) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

Any new supplier will be eligible for registration with BHEL as MSE supplier provided any of the following documents are submitted along with application for registration.

- Valid NSIC Certificate or
- Entrepreneurs Memorandum part II (EM II) certificate (with deemed validity of 2 years) or
- EM II certificate with CA certificate (as per prescribed format at annexure 1) applicable for the year, certifying that investment in Plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small), where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be reviewed for giving the intended benefits for MSE Suppliers as per clause (ii) at the time of tender evaluation.

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

**Clause 1:**

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

**Clause 2: PRICES**

**A.2.** Not applicable (Prices shall be firm as per Sl. No. A.1)

**B.1. Applicable**

**B.2.** Not Applicable

**B.3.** Not Applicable

**Clause 3: TERMS OF PAYMENT**

LR to be read as Bill of Lading/AWB.

Terms for BOP is not applicable

**Clause 6: PERFORMANCE BANK GUARANTEE**

**In case the Ex-works value exceeds INR 2 Crores, the Option-A: Rolling BG shall not be applicable.**

**Clause 15: DEVIATION**

The bids having deviation(s) w.r.t tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.

**Clause 16: ARBITRATION**

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

**Special Instructions:**

- **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**
  - **Price bid to be opened only after vendor approval from end customer.**
  - **Please refer clause no. 6 of section-1 of technical specification for pre-qualification requirement.**
  - **Rating-wise evaluation shall be done for 420 kV, 245 kV & 132 kV CB alongwith their spares and services. However project wise POs shall be placed, therefore vendor to quote price bids for both the projects separately.**
-

**INTEGRITY PACT**

The Integrity Pact is issued as part of the bidding documents and shall be returned by the vendor alongwith the techno-commercial bid (Part-1), duly signed by the authorized official of the vendor and will form part of the Purchase Order/Contract. Only those vendors who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification.

**Name of the Independent External Monitor to be considered (IEM):**

**Shri J. M. Lyngdoh, IAS (Retd.)**

**Plot No. 144-145, Pragati Resort, Proddator Village & P.O.,**

**Shankarpally Road,**

**Rangareddy Distt. (AP)- 500 033**

**Note: All correspondence with Shri J M Lyngdoh, IAS (Retd) has to be with registered post only as courier service is not available there.**

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

---

**Note : -**

- 1- Supplier has to specifically indicate / tick mark their preference for PBG out of the two options (B or C) mentioned in clause no. 6 of General Terms and Conditions ( BHEL/TBG/GTC/02-07) i.e. Performance Bank Guarantee.
- 2- Proposed delivery plan is 01-Mar-2014; however vendor has to quote their best delivery plan in activity schedule.
- 3- Price Break up should consist of the following breakup :-
  - a- FOB port of Loading.
  - b- Marine Freight from load port to discharge port i.e. any Indian port.
  - c- Marine Insurance from load port to discharge port i.e. any Indian port.

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

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

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

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

**SCHEDULE OF COMMERCIAL DEVIATION**

Enquiry. No.143G012

Dated 01.11.2013

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

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

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

**Note : 1.** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

**2 Deviation mentioned in this schedule shall only be considered.**

**This Format is to be submitted in original duly signed by bidder.**

**Reproduction of the same in any sort is not acceptable.**

Place: .....

Date : .....

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

**SCHEDULE OF TECHNICAL DEVIATION**

Enquiry. No.143G012

Dated 01.11.2013

The following are the deviations/ variations exception from the Technical Specifications:

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION
1		

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications,

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

**Note : 1.** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

2 Devition mentioned in this schedule shall only be considered.

**This Format is to be submitted in original duly signed by bidder.  
Reproduction of the same in any sort is not acceptable.**

Place: .....  
Date : .....

Signature of the authorised representative of  
Bidder's name :.....  
Designation:.....  
Company Seal:.....

ENQUIRY NO. 143G012

Date: 01.11.2013

ACTIVITY SCHEDULE

(To be filled - up by the supplier)

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

SL. NO.	ACTIVITY		ACTIVITY TIME IN WEEKS	CUMULATIVE TIME IN WEEKS FROM LOI/PO DATE	REMARKS IF ANY
1.	Receipt of P.O				
2.	Submission of P.O Acceptance	Max 1 week (7 days)			
3.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc.				
4.	Review and Approval of documents and issue of manufacturing clearance				
5.	Manufacturing Time	(A)			
6.	Inspection and Issue of MICC	<b>'BY BHEL'</b>			
7.	Issue of other documents like Road Permits etc.	<b>'BY BHEL'</b>			
8.	Dispatch				
9.	Transit time upto Site.				

Note : 1) For item at Sl. No. 4) Vendor to reply to all queries within 3 days.

2) For Sl. No. 5) Inspection call for entire lot to be issued 2 weeks in advance. Date given in call for inspection should be within the period indicated in "A" for completion of activity at Sl. No. 6.

3) Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.

2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.

3) Qty to be offered for inspection should be in accordance within Delivery-schedule - lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery - lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of

Supplier

Date:

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

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

ENQUIRY NO: 143G012 Dtd: 01.11.2013

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

- NOTE:** 1.VENDOR TO INDICATE APPLICABLE LOCAL TAX/VAT WITHOUT AS ANY CONCESSIONAL FORMS FOR TRANSACTION WITHIN THE STATE.LOCAL TAX/VAT\_\_\_\_\_
2. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID ( i.e. WITH ALL PRICE BLANKED ) SHALL BE FURNISHED ALONGWITH TECHO-COMMERCIAL BID.
3. REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.
4. THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.
- 5.IN CASE OF CST RATE AGAINST 'C' FORM SHALL BE QUOTED.

TENDERER



**ENQUIRY NO. 143G012**

**Dated: 01.11.2013**

**BHEL/TBG/SO1/01**

**CHECKLIST**

**SCHEDULE OF INFORMATION TO BE FURNISHED WITH THE OFFER**

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

Put a tick mark on "YES" if the information is enclosed with the offer or put a tick mark on "NO" if the information is not enclosed or write "NOT APPLICABLE" if the information is not applicable.

1.	Technical offer with detailed schedule of equipment / material and spares enclosed.	YES / NO
2.	Guaranteed Technical Particulars as per Section – 4 enclosed.	YES / NO
3.	Schedule of deviation, if any, clause wise with respect to Technical Specification enclosed.	YES / NO
4.	Standard Manufacturing Quality Plan enclosed.	YES / NO
5.	GA Drawings with dimensions and weights & foundation / fixing details enclosed.	YES / NO
6.	Drawing and Data submission schedule enclosed.	YES / NO
7.	Type Test Reports enclosed.	YES / NO
8.	Bar Chart showing the schedule indicating time required for design, manufacture, test and inspection, transport, erection, site testing and commissioning enclosed.	YES / NO
9.	Makes of all components as per technical Specification enclosed.	YES / NO

The above checklist is verified for:-

Offer Ref. :

Equipment :

Submitted by : M/s

Project Reference. :

Signed with Seal .....

Date .....

## **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 OTHER PART

### **Preamble**

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

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

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

## **Section 1 – Commitments of the Principal**

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

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

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

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for 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 or

take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

## **Section 9 – Pact Duration**

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

## Section 10 – Other Provisions

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

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

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

Place-----

Date-----

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

\_\_\_\_\_