

Bharat Heavy Electricals Ltd
Electronics Division
Mysore Road, Bangalore – 560 026

**Tender Documents for Design, Supply, I&C, O&M of Balance of System items
for 15MW SPV Power Plant at NTPC-Singrauli, MP**

RFQ Ref: HBSMM20006
Due Date: 16.04.2014

This Tender Document Contains:

- (1) Request For Quotation
- (2) Enclosures B,B1&B2 : Commercial Terms & Conditions, Unpriced Bid Format and Price Bid Format
- (3) General Terms and Conditions (Doc Ref : EDN/IND/ENQ-01)
- (4) Integrity Pact Format

For all Technical documents, please visit www.bheledn.com

Note:

Part – I: **To be submitted in a separate sealed cover.**

Part – II: **To be submitted in a separate sealed cover.**

Part-I & Part-II sealed covers should be put in outer envelope and super scribed with RFQ No., RFQ date and due date along with the Name & Address of the tenderer.

Tender document should be dropped in Tender drop box super scribed “**SC&PV-MM**” kept in reception area of BHEL – Electronics Division, Bangalore.

For any clarification, the undersigned may be contacted:

Mr. H B Srinivasa, Sr.Manager (SC&PV-MM)

Ph: 080-26998495/09449869655

e-mail : srinivasahb@bheledn.co.in

Ms. Iswarya Raveendran, Engineer (SC&PV-MM)

e-mail : iswarya@bheledn.co.in

REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: HBSMM20006 RFQ DATE : 25.MAR.2014	Due Date 16.APR.2014 Time: 13:00 HRS VENUE : NEW ENGG. BLDG
MMI:PU:RF:003			

	(for all correspondence) Purchase Executive : SRINIVAS H B Phone : 26998452 Fax : 00918026989217 E-mail: srinivasahb@bheledn.co.in
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Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no. and due date, should reach us on or before the due date by **13.00** hours IST and will be opened on the same day at **13.30** hours at the venue mentioned above. **PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.**

RFQ TERMS & CONDITIONS:

1. Submit offer in Two Part- Technical & Price Bid. Refer General Terms & Conditions as per SC&PV- General Terms & Conditions (Page 1 to 13).
2. Technical Specification PS-439-877 Rev 00.
3. Find attached Annexure B (Commercial Terms & Conditions), Annexure B1 (Un Priced Bid Format) & Annexure B2 (Price Bid Format).
4. The date in Delivery Column of RFQ is tentative. Vendor to quote their delivery as indicated in Annexure B.

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	PS0679033084 Transformer 3-winding 1600kVA ONAN Supply of transformer 33kV/350-350V, outdoor, oil-immersion type, ONAN, 3-phase, 3-windings with two identical LV windings and one HV winding as per BHEL spec PS-439-847 (transformer) and clause 5.16 of BHEL spec PS-439-877 (overall BOS) Test Certificate	12	NO	12	17.JUN.2014
2	PS0679033467 Supply of MC4, Cable tie, HDPE pipe etc Supply of MC4 connectors, cable ties, HDPE conduits, cable lugs, hardware, cable trays, submersible pumps/ pipelines (for bore wells) etc as per clauses 5.5, 5.6, 5.7, 5.9, 5.10, 5.11 of BHEL Spec PS-439-877. Test Certificate	1	ST	1	17.JUN.2014
3	PS0679033475 Supply of LT/HT/cables, kits etc Supply of LT power cables, HT (33kV) power cables, control / instrumentation cables with cable installation accessories, hardware, termination kits etc as per clauses 5.20, 5.21 of BHEL spec PS-439-877. Test Certificate	1	ST	1	17.JUN.2014
4	PS0679033483 Supply of Materials for Inv. Room Supply of materials for construction of inverter rooms as per clause 5.14 of BHEL spec PS-439-877. (1 set = 1 inverter room) Test Certificate	5	ST	5	17.JUN.2014
5	PS0679033491 Supply of DG Set, Aux Transformer etc Supply of auxiliary transformer, ACDB / DCDB panels, battery banks, battery chargers, DG set with all related accessories and hardware as per clauses 5.27-5.31 of BHEL spec Ps-439-877. Test Certificate	1	ST	1	17.JUN.2014
6	PS0679033505 Supply of items of earthing systems Supply of items of earthing system for solar array field, control room panels, switchyard equipment etc including GI flats, MS rods (for earth mat) etc and	1	ST	1	17.JUN.2014

For and On behalf of BHEL. Page 1 OF 6

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SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
	all related miscellaneous hardware etc as per clauses 5.33 of BHEL spec PS-439-877. Test Certificate				
7	PS0679033513 Supply items of module cleaning system Supply of items of module cleaning system such as pumps, GI pipes with fittings, valves etc, as per clause 5.36 of BHEL spec PS-439-877. Test Certificate	1	ST	1	17.JUN.2014
8	PS0679033521 Supply LA for PV array, cntrl room etc Supply of lightning arrestors for the complete solar power plant as per clause 5.34 as per BHEL spec PS-439-877. Test Certificate	1	ST	1	17.JUN.2014
9	PS0679033530 Supply of items of yard lighting systems Supply of items for lighting system such luminaires, ballasts, junction boxes, conduits, fittings and accessories etc, and related accessories, hardware etc as per clause 5.35 of BHEL spec PS-439-877. Test Certificate	1	ST	1	17.JUN.2014
10	PS0679033548 Supply of miscellaneous items Supply of miscellaneous items such as ABT metering panel, cable tags, danger boards, cable markers, hoarding board, sign boards, display boards, electrical insulation mat, checkered plates, air conditioners, tool kits, measuring instruments, office furniture, LCD display for SCADA system, peripheral supply items for railway level crossing etc as per clauses 5.26, 5.32, 5.37-5.43, 5.45 as per BHEL spec PS-439-877. Test Certificate	1	ST	1	17.JUN.2014
11	PS0679033556 Supply fire alarm sys, extinguishers etc Supply of safety related items including fire alarm systems for buildings, Nitrogen injection fire protection system for 16MVA transformer, fire extinguishers, safety gadgets etc as per clauses 5.44 of BHEL spec PS-439-877. Test Certificate	1	ST	1	17.JUN.2014
12	PS0679033564 I&C: Temp site office, storage yard etc I&C: Temporary site office, storage yard, bore wells, unloading / movement of consignments, arranging electrical power / water etc as per clauses 5.1 to 5.6 of BHEL spec Ps-439-877.	1	AU	1	15.JUN.2014

For and On behalf of BHEL. Page 2 OF 6

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SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
13	PS0679033572 I&C: Interconnection Modules, SMBs etc I&C: Interconnection of SPV modules, installation of string monitoring boxes including power cable terminations as per clauses 5.7 to 5.13 as per BHEL spec PS-439-877.	6	AU	6	15.JUN.2014
14	PS0679033580 I&C:Trenches,cable laying etc I&C: Cable trenches & laying of cables for LT AC/DC power cables, HT (33kV) cables, data communication / control / SCADA / OFC cables as per clause 5.22. of BHEL spec PS-439-877.	6	AU	6	15.JUN.2014
15	PS0679033599 I&C : Inverter Room I&C: Erection of inverter rooms (prefab roof / wall) with all related features such as roof, walls, floors, doors, windows, ventilators, exhaust provisions, plinth protection, electrical wiring, appliances, painting etc as per clause 5.14 of BHEL spec PS-439-877.	5	AU	5	15.JUN.2014
16	PS0679033602 I&C: Elec panel instln Inverter room I&C: Erection of indoor electrical panels (PCUs, breaker panels, ACDB/DCDB panels etc) in the individual inverter rooms including grouting of panels, laying & fixing of cable trays, routing and terminations of DC/AC cables at the electrical panels up to interconnections to LV side of transformers in the switchyard as per clauses 5.18 to 5.21. of BHEL spec Ps-439-877.	5	AU	5	15.JUN.2014
17	PS0679033610 I&C: 33 KV S/yard at Inv room I&C: Erection of 33kV switchyards (attached to the five individual inverter rooms) with necessary land leveling within switchyard, laying of underground earth mat grid, foundation / erection of transformers, underground cable trenches, laying of 33kV/ LT / data / control / SCADA cables between switchyard and the inverter room panels, laying of earthing strips, earthing interconnections, stone jellies, fencing and gate for switchyard, etc. as per clauses 5.15, 5.22, 5.33 of BHEL spec PS-439-877.	5	AU	5	15.JUN.2014
18	PS0679033637 I&C: Elec panel instln at CMCS I&C: Erection of indoor electrical panels (PCUs, VCB panels, batteries, chargers, DC/AC distribution board panels, SCADA system etc) in the main control room	1	AU	1	15.JUN.2014

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SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
	(CMCS) including grouting of panels, laying & fixing of cable trays, routing and terminations of DC/AC cables to the electrical panels and to 33kV side of 33/132kV transformer in switchyard etc as per clauses 5.18 to 5.21 of BHEL spec PS-439-877.				
19	PS0679033645 I&C: 33 KV S/yard at CMCS I&C: Erection of 33kV portion of the 33/132kV switchyard (attached to the main control room - CMCS) with erection of three winding transformers (including their foundations and oil soak pits), fire wall between transformers, underground cable trenches, laying of 33kV/ LT / data / control / SCADA cables between switchyard and the control room panels, laying of earthing strips for 33kV switchyard equipments, earthing connections etc as per clause 5.17, 5.22, 5.33 of BHEL spec PS-439-877.	1	AU	1	15.JUN.2014
20	PS0679033653 I&C SCADA System I&C: Installation and commissioning of SCADA system by integrating the data cables from all the electrical and weather monitoring equipments of the power plant at the data logger / PLC panel / HMI computer control desk at CMCS room as per clause 5.32 of BHEL spec PS-439-877.	1	AU	1	15.JUN.2014
21	PS0679033661 I&C : DG Set, aux Transformer, etc I&C: Installation of auxiliary transformer, ACDB / DCDB panels, Battery banks, Battery chargers, DG set including cable interconnections as per clauses 5.27-5.31. of BHEL spec PS-439-877.	1	AU	1	15.JUN.2014
22	PS0679033670 I&C: Earthing system: Array, S/yard etc I&C: Earthing system for solar array field including laying of underground earth mat grids and interconnection to the module mounting structures, I&C of lightning protection system (lightning arrestors) with earthing provisions as per clauses 5.33, 5.34 of BHEL spec PS-439-877.	1	AU	1	15.JUN.2014
23	PS0679033688 I&C: Yard lighting system I&C of lighting system for illumination of the complete power plant including cable terminations at the yard lighting poles as well as ACDB panels of inverter room / main control room etc as per clause 5.35 of BHEL spec PS-439-877.	1	AU	1	15.JUN.2014
	PS0679033696 I&C: Module cleaning system	1	AU	1	15.JUN.2014

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Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
24	I&C of module cleaning system including trenches for pipelines, laying of pipelines from bore wells to solar array field, erection of pumps, valves etc as per clause 5.36 of BHEL spec PS-439-877.				
25	PS0679033718 I&C: Misc Items fire alarm sys etc I&C of miscellaneous and safety items such as ABT metering panel, cable tags, danger boards, cable markers, hoarding board, sign boards, display boards, electrical insulation mat, checkered plates, air conditioners, office furniture, fire extinguishers, fire alarm system, Nitrogen injection fire protection system for 16MVA transformer, LCD display for SCADA system, peripheral activities for railway level crossing, landscaping works for the power plant etc as per clauses 5.26, 5.32, 5.37-5.41, 5.43, 5.44, 5.45, 5.46 of BHEL spec PS-439-877.	1	AU	1	15.JUN.2014
26	PS0679033726 I&C: Commissioning, state clearances etc I&C: Pre-commissioning inspections / checks / tests, MRT tests and coordination with state / central departments /CEIG etc for necessary approvals / clearances for commissioning, synchronization with grid and post-commissioning operation of the plant as per clause 5.47 of BHEL spec PS-439-877.	1	AU	1	15.JUN.2014
27	PS0679033734 O&M of SPV Power Plant Operations and Maintenance per month (one Year) as per clause 8.0 of BHEL spec PS-439-877. 1AU = 1 Month.	12	AU	12	15.JUN.2015
28	PS0679033742 Supply of spares Supply of spare items as per clause 5.48 of BHEL spec PS-439-877. Test Certificate	180	LOT	180	17.JUN.2014

Total Number of Items - 28

Please note that the tender will be opened in the presence of the bidders or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. Refer annexure for the terms and conditions.

Preference will be given to vendors who accepts our standard payment terms i.e.100% payment - 30 days after receipt of material at our works subject to acceptance. Please specify Terms of delivery, Excise duty, sales tax, Ex-BHEL, Ex-works surcharge, Insurance,P&F, Freight and other taxes very clearly .

For evaluation,exchange rate(TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid incase of two part bid) shall be considered.


The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected.The list of banned firms is available on BHEL web site www.bhel.com

- i). This is only RFQ not an order.
- ii). In all correspondence quote RFQ No. & due date.
- iii). In Quotation BHEL material code / RFQ Sl. No. should be mentioned clearly.

For and On behalf of BHEL.

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<p>Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by 13.00 hours IST and will be opened on the same day at 13.30 hours at the venue mentioned above. PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.</p>			
<p>iv). Quotation Envelope / Fax not superscribed with RFQ No.and due date is liable for rejection. v). Quotation should remain valid for a minimum peiod of 90 days from due date. vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list. vii). All Prices should be written in words and numbers. viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .</p>			

For and On behalf of BHEL.

Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division
PB No.2606, Mysore Road, Bangalore-560026, India

Enquiry - General Terms & Conditions (Two part bid)

I. Enquiry / Request for Quotation (RFQ):

- (a) Any Purchase Order resulting from this enquiry shall be governed by **these general terms and conditions listed below and special terms and conditions, if any, along with this enquiry** of Bharat Heavy Electricals Limited, Electronics Division, Bangalore-560026 (**hereinafter referred to as BHEL EDN**).
- (b) Any of the terms and conditions not acceptable to vendor, shall be explicitly mentioned in the quotation. Otherwise, it will be treated as that all terms and conditions of this enquiry are acceptable.
- (c) If counter terms and conditions are offered by vendor, BHEL EDN shall not be governed by such terms and conditions, unless it is agreed and incorporated in the Purchase Order of BHEL EDN.
- (d) Any deviation to the terms and conditions not mentioned in the quotation by vendor in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order of BHEL EDN.
- (e) BHEL EDN reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion.
- (f) BHEL EDN shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
- (g) Any specific terms and conditions to be complied will be mentioned in RFQ.**

II. General Terms and conditions:

1. TWO PART BID: Quotation shall be submitted in two part bid i.e.

(a) Techno-commercial i.e., Un-priced Bid (in one sealed envelope):

Techno-commercial bid shall be submitted with complete description of the equipment, specification compliances to the enquired specification and all the commercial terms & conditions indicated in the **COMMERCIAL TERMS (ANNEXURE-A for Foreign Purchase and ANNEXURE-B for Indigenous Purchase)**. Any other enclosure, which the vendor wishes to submit like product catalogue, technical literature etc., may also be submitted in a sealed envelope super scribed clearly as **"TECHNO-COMMERCIAL BID" with RFQ No. and DUE DATE**. An un-priced copy of price bid (without price) as per **ANNEXURE A-1 for Foreign Purchase and ANNEXURE B-1 for Indigenous Purchase** shall also be enclosed with the techno-commercial bid for evaluation of commercial terms.

The vendor shall not give the price in the technical bid.

Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification / item description, if any shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail as a part of technical offer.

Compliance to Pre-qualification criteria (if applicable) shall also be enclosed with the Techno-commercial bid.

Manufacturer's name, their trade mark and brand, part number, alternate material to the one asked in enquiry, if any, should be mentioned in quotation and illustrative leaflets giving technical particulars etc. are to be attached to facilitate consideration and technical evaluation of the quotation. BHEL EDN material code number (as in enquiry) shall be indicated for each item quoted.

(b) Price Bid (in one sealed envelope):

Price bid should contain basic unit prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable), FOB charge (if applicable) etc., in a sealed envelope super scribed clearly as **"PRICE BID" with RFQ No. and DUE DATE**.

It is preferred to indicate the rates in both figures and words. In such case, if there is a difference / discrepancy

Signature of tenderer / with seal

between the rates in figures and words, the **amount in words shall prevail**. Price bid shall be quoted as per **ANNEXURE A-2 for Foreign Purchase and ANNEXURE B-2 for Indigenous Purchase**.

(c) Tender Offer (above two envelopes inside another sealed envelope):

Both these sealed envelopes [(a) Techno-commercial i.e., un-priced Bid and (b) Price Bid] shall be kept in a single sealed envelope and super scribed clearly with **RFQ No. and DUE DATE**.

2. The above sealed envelope (Tender) shall reach our office on or before the due date by 13:00 hrs. Quotations are to be dropped in the tender box marked for the OPENING ON respective days i.e., **MONDAY (BOX No.4)/ WEDNESDAY (BOX No.6)/ FRIDAY (BOX No.8)** kept at BHEL-EDN's Reception area of our works with caption "**CE, SC & PV, DEFENCE**". **Quotations also can be dispatched by Couriers / Registered post / FAX / e-mail to the Purchase Executive indicated in the RFQ at the risk of vendor / bidder.**

Quotation through courier / register post / fax / email when addressed to the specific fax number and email address given in the enquiry, to be sent well in advance to enable BHEL EDN purchase personnel to drop in the tender box before the scheduled opening date and time. Vendor is fully responsible for lack of secrecy on information of such quotations. Vendor shall confirm with the concerned purchase executive after sending the offer regarding such delivery mode to ensure participation. BHEL EDN is not responsible for any delay in receipt of quotation sent by vendor through post/fax/email.

Late Tenders i.e., Tenders received after due date & time will be rejected.

3. The rate quoted shall be in units stated in the enquiry. Where quotation is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotation.
4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections / overwriting, if any should be signed by authorized person with the company seal. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation. Vendor shall doubly ensure that the quote is correct and complete. The corrections / overwriting if any shall be signed with the seal.
5. Quotations are to be duly signed. Unsigned bids/offers are liable for rejection.
6. Tenders will be opened at **13:30 hrs** & the venue is New Engineering Building, 2nd floor, MM conference hall, BHEL EDN, Bangalore. All the tenderers or their authorized representatives (with authorization letter from their principals) may witness opening of techno-commercial bid on the due date.
7. After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening.
8. The quantity in each item to be purchased may vary from quantity enquired according to the actual requirement at the time of placing the purchase order.

9. DUN & BRADSTREET REPORT (for Foreign purchase):

In case of foreign vendors, BHEL reserves the right to verify the Dun & Bradstreet report during techno-commercial scrutiny. Please mention DUN Number in **Techno-Commercial bid**.

10. Payment of Agency Commission to Indian Agent (for Foreign purchase):

- a. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- b. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.

Signature of tenderer / with seal

- c. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- d. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- e. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- f. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- g. The “Guidelines for Indian Agents of Foreign Suppliers” shall apply in all such cases.
- h. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on ‘total cost to BHEL’. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

11. Installation & Commissioning:

- (a) Scope will be as per Purchase Specification. I&C value should be quoted separately by bidders.
- (b) Wherever, Service Tax is applicable –
- (c)
 1. The Tenderers shall furnish the Service Tax Registration Number in their offer.
 2. If the Tenderer is not having Service Tax Registration Number, he shall submit an undertaking to the effect that,
 - a. in case he is awarded the contract, he shall register with Service Tax Authorities and furnish the Registration Number before commencement of work, OR
 - b. his turnover value is below the threshold limit prescribed by the Service Tax Act and in case he is awarded the contract, whenever his turnover crosses the threshold limit at any time during the execution of the contract, he shall forthwith register with Service Tax Authorities and furnish the Registration Number to BHEL. (This sub-clause is NOT applicable where the taxable turnover of the present tender is above the prescribed threshold limit).
 3. Any offer not complying with the above clauses is liable to be rejected.
 4. The above clauses apply even where the price quoted is “inclusive of taxes”.
 5. If the Service Tax Registration Number is not furnished to BHEL before the first bill is submitted (except as provided in Clause 2(b) above), the bills will not be passed (even if the price is “inclusive of taxes”).
 6. In case of contracts involving multiple bills, every bill (commencing with the 2nd bill) shall be accompanied with a declaration that the contractor has discharged his tax liability on the earlier bill (i) by paying the money to the Government (along with Challan details) or (ii) by utilization of Input Service Tax Credit available with him or (iii) being exempt as his turnover continues to be below the threshold limit. In the absence of such a declaration, the bill shall not be passed.
 7. In case of contracts involving a single bill, the bill shall be accompanied with an undertaking that the contractor shall discharge his tax liability on that bill as per law.

12. **TOTAL COST TO BHEL:** Purchase order will be placed on the lowest quotation (L1) only among the technically & commercially accepted quotations. Lowest quotation (L1) is determined on the basis of the total cost to BHEL. Loading Factors for deviation to BHEL Commercial terms and conditions will be considered.

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For Foreign offers, the Exchange rate (TT selling rate of SBI) shall be taken as under.

Single part bids	Date of Tender opening
Two/Three part bid	Date of Part-1 bid opening
Reverse Auction	Date of Part-1 bid opening

If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

- (1) If Freight is quoted extra, original money receipt from Transporter shall be submitted for payment of Freight charges.
- (2) C-form : For issue of form "C", vendor has to furnish "E1/E2" form.

12. FIRM PRICE:

Rates quoted should be firm from the date of offer, till completion of supply. No enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order is placed.

If Installation & Commissioning is in vendor's scope, then the price shall remain FIRM till commissioning & handing over of the complete system.

13. TERMS OF PAYMENT:

1.SUPPLY FOR FOREIGN PURCHASE : Payment will be made against "SIGHT DRAFT" on presentation of documents to our bankers . Payment through LC is also made subject to loading factors as per Clause 25 (A). For LC payment bank charges within India will be borne by BHEL and outside India will be to vendor"s account.

The payment terms are as follows:

SIGHT DRAFT PAYMENT (direct payment):

SUPPLY :

(a) **I&C not included in vendor's scope :** 90% payment of Supply value + 100% Taxes shall be made with 45 days credit from the date of receipt of material at site. Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks.

(b) **Supply & I&C in vendor's scope :** 80% payment of Supply value + 100% Taxes shall be made with 45 days credit from the date of receipt of material at site. 10% on completion of I&C and certification line item wise on pro -rata basis. Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks..

(B) FOR INDIGENOUS PURCHASE (DIRECT PAYMENT):

1. For Supply :

(a) **I&C not included in vendor's scope :** 90% payment of basic Supply value + 100% Taxes and duties shall be made with 45 days credit from the date of receipt of material at site. Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks. PBG value shall be 10% of basic supply PO value.

(b) **Supply and I&C in vendor' scope :** 80% payment of basic Supply value + 100% Taxes and duties shall be made with 45 days credit from the date of receipt of material at site. 10% on completion of I&C and certification line item wise on pro-rata basis. Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks. PBG value shall be 10% of basic supply PO value.

2. For I&C: 100% on completion of I&C and certification line item wise on pro-rata basis.

3.Civil Works : 90% on completion of activity milestone and certification line item wise from site-in charge. Balance 10% against PBG for 10% of basic Civil value valid warranty period + 6 months claim period from any of the BHEL Consortium banks. PBG value shall be 10% of basic civil PO value.

4. O&M : 100% O&M charges are payable as per RFQ terms against report certified by BHEL.

If PBG cannot not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable) as PBG is linked to

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Warranty period.

For any deviation in payment term, the offer will be loaded as per Clause 25.00.

5. ADVANCE PAYMENT: Quotations with “Advance payment/Inland LC” shall be rejected.

14. PENALTY:

Failure to supply within the delivery time as per purchase order will make the vendor liable to an unconditional penalty of 0.5 % (half percent) per week at the basic price of the goods for the undelivered quantity, subject to a maximum of 10%.

Supply : Date of issue of pre-shipment inspection/ call letter with supporting documents like test reports/conformance to test carried by the vendor will be treated as date of dispatch for the purpose of penalty calculation wherever Pre-Inspection is carried out.

For all other activities, the actual date of completion of activity as certified by concerned site-incharge will be considered for the purpose of penalty calculation.

15. PBG:

Performance Bank Guarantee (PBG) to be submitted on non-judicial stamp paper as per the BHEL prescribed format given in **ANNEXURE-E for Foreign Purchase and Annexure-F for Indigenous Purchase** for 10% of the total supply value obtained from any BHEL member (consortium) banks indicated in **ANNEXURE-G**.

The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter. BHEL will verify independently with the bank to establish the authenticity. Alternately, standby LC issued from approved banker can also be considered.

16. TERMS OF DELIVERY:

(a) FOR IMPORTED PURCHASE:

Price offered shall be for goods packed and delivered **FOB** Seaport,/FCA International Airport including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, negotiation charges of bank, Export declaration, Certificate of origin etc.

Packing shall be Air/Sea worthy, best suitable for trans-shipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross & net) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.

Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & **Fumigation / Phytosanitary certificate** to be submitted to the freight forwarders/ BHEL along with the invoice, B/L, packing list etc.

Vendors shall indicate the name of International Airport/Seaport. Approved Airports are as per **Annexure-C**. The consignment shall be handed over to BHEL approved freight forwarder as mentioned in PO.

(b) FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on “FOR SITE” basis, inclusive of freight, packing, insurance & forwarding charges.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages.

Smaller consignments can be dispatched through Courier services/ RPP with the prior approval of the purchasing Executive.

17. DELIVERY REQUIREMENT:

Delivery date mentioned in RFQ is tentative. Actual requirement is as per RFQ terms & conditions.

18. VALIDITY:

Quotation should remain valid for a period of **90 days** from the date of technical bid opening.

19. POST-ORDER REQUISITES:

- a. Vendor shall give an Order Acknowledgement indicating the delivery date within one week of receipt of PO.
- b. Pre-shipment inspection at vendor’s works, if required, will be carried out by BHEL/Customer. Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.
- c. Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished.

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- d. Items shall be dispatched by Air worthy /Sea worthy/ Road worthy packing. Any damage and later rejection, due to poor / improper packing shall be to vendor's account.
- e. Any damage/rejection should be made good or replaced immediately without any extra cost to BHEL such as freight, duties, taxes etc. The liability is restricted to the value of the order.
- f. Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL.
- g. BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government. Vendor shall indemnify BHEL for all damages/ losses to various personnel during their presence in BHEL's premises for whatever purpose.
- h. Suitable markings & damage control indicating devices shall be provided where applicable.
- i. Equipment shall comply with the standard requirements of ISO 14001 & OHSAS 18001.

20. RISK PURCHASE:

The purchaser at his discretion may also make purchase of the materials NOT supplied in time at the RISK & COST of the supplier. In this event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase.

21. GENERAL TERMS AND CONDITIONS GOVERNING REVERSE AUCTION (RA):

- (a) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA.
Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- (b) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."
- (c) **Kindly refer to Annexure D for Terms & Conditions of Reverse Auction.**
- (d) Vendor shall confirm acceptance for RA in **ANNEXURE A/B**.

22. REGRET LETTER: In case any vendor is unable to quote, vendor shall send a regret letter.

23. Any dispute arising out of this, shall be referred to the sole arbitration of Head of Dept. Materials Management of group concerned, BHEL EDN or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore, India.

24. Any legal suit in respect of this enquiry lies in the court of Jurisdiction of Bangalore (India) only.

25. LOADING FACTORS:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non compliance of BHEL standard commercial term.

A (i). For non compliance of standard Terms of payment (For Foreign Purchase Orders)

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	80% against "SIGHT DRAFT" + 20% after commissioning and against PBG (where both commissioning & PBG are applicable)	Payment through Letter of Credit (LC)	10%

In general, if the quote is through L/C, it shall be opened 30 days prior to dispatch and valid for 3 months.

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A(ii).For non compliance of standard Terms of payment (For Indigenous Purchase Orders)

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	As per RFQ Terms	Any other Payment term	10%

B.For non compliance of standard Terms of Penalty

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Penalty of 0.5% per week subject to max. of 10% on the basic value of the items not supplied /delayed	Other than the above.	Loading Factor 10%-Quoted Max %

26. Non Compliance of Warranty terms : Offers not complying with Warranty terms as per RFQ Terms is liable for rejection.

ANNEXURE- C***LIST OF INTERNATIONAL AIRPORTS***

Sl. No	Country	Air Ports
1	Austria	Vienna, Linz, Graz
2	Australia	Sydney, Melbourne, Perth
3	Belgium	Antwerp, Brussels
4	Canada	Toronto, Montreal
5	China	Shanghai
6	Cyprus	Lamaca
7	Czech Republic	Prague (Via Frankfurt)
8	Denmark	Copenhagen
9	Egypt	Cairo
10	Finland	Helsinki
11	France	Paris (Rosny), Lyon
12	Germany	Darmstadt, Manheim, Nurnberg, Hamburg, Stuttgart, Munich, Koln, Dusseldorf & Hannover, Frankfurt, Berlin
13	Hong Kong	Hong Kong
14	Italy	Rome, Milan, Turin, Bologna, Florence
15	Ireland	Dublin
16	Israel	Telaviv
17	Japan	Tokyo, Osaka
18	Malaysia	Kuala lumpur, Penang
19	Netherlands	Amsterdam, Rotterdam
20	New Zealand	Auckland
21	Norway	Oslo
22	Oman	Muscat
23	Philippines	Manila
24	Romania	Bucharest
25	Russia	Moscow
26	Saudi Arabia	Riyad
27	Singapore	Singapore
28	Slovakia	Bartislowa
29	South Africa	Johannesburg, Durban
30	South Korea	Kimpo
31	Spain	Barcelona
32	Sweden	Stockholm, Gothenburg, Milano
33	Switzerland	Basle, Zurich, Geneva
34	Taiwan	Taipei
35	U.A.E.	Dubai
36	U.K.	Landon (Heathrow), Newcastle, Oxford, Cheltham, Bristol, Welling borough, Birmingham, East Midland, Manchester, Leeds, Glasgow.
37	U.S.A.	New York, Chicago, San Francisco, Los Angeles, Atlanta
38	Ukraine	Kiev

Annexure - D**Terms & Conditions of Reverse Auction**

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 (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- (1) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- (2) Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- (3) 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.
- (4) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- (5) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- (6) Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- (7) In line with the NIT terms, 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 bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- (8) Reverse auction will be conducted on scheduled date & time.
- (9) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- (10) The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- (11) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
- (12) Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- (13) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- (14) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- (15) In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Signature of tenderer / with seal

ANNEXURE-E**PERFORMANCE BANK GUARANTEE
(FOR FOREIGN PURCHASE ORDERS)
BANK NAME AND ADDRESS**

Bharat Heavy Electricals Limited (BHEL),
Electronics Division,
PB No. 2606,
Mysore Road,
BANGALORE- 560 026
INDIA
Dear Sirs,

Ref: CONTRACT PERFORMANCE GUARANTEE.

WHEREAS you have entered into a contract reference No PO NO. _____ with M/s _____ having its registered office at _____ for the supply of _____ as detailed in your purchase order No. _____ which is hereinafter referred to as "the said contract" and WHEREAS M/s _____ has undertaken to produce a Bank Guarantee for 10% (Ten Percent) of _____ the contract price amounting to _____ (_____) to secure its obligations to Electronics Division, BHEL having its registered office at New Delhi for the performance of the contract including the warranty of the equipment supplied, We _____ Bank _____ hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of M/s _____ that in the event Bharat Heavy Electricals Ltd. (B.H.E.L.) declares to us in writing that M/s _____ has not fulfilled any obligation according to the contractual obligation of the said contract, to pay you on demand and without demur to Bharat Heavy Electricals Ltd., Electronics Division , Mysore Road, P.B.No. 2606, Bangalore-560 026, India an amount of _____ (in words _____) subject to as may be determined below:

- 1) Notwithstanding any right M/s. _____ may have directly against you or any disputes raised by M/s _____, Your written demand shall be conclusive evidence to us that repayment is due under the terms of the said contract and shall be binding on us.
- 2) We shall not be discharged or released from this undertaking and Guarantee by any arrangements, variations made between you and M/s. _____ with or without our consent and Knowledge or by any alterations in the obligations of M/s. _____ by any forbearance whether as to payment, time, performance or otherwise.
- 3) This guarantee shall remain valid until the end of twenty-four weeks after the close of the warranty period or until the same is reported by BHEL to us whichever is earlier.
- 4) We agree and undertake not to revoke this guarantee during its validity unless discharged in writing by you subject to the provision of clause (7) below.
- 5) This guarantee shall be a continuing guarantee subject to the foregoing and shall not be discharged by any change in the constitution of the Bank or M/s. _____.
- 6) This guarantee shall be governed by and constructed in accordance with the Laws of India.
- 7) At any time _____ Bank may render this guarantee null and void by paying to Bharat Heavy Electricals Ltd. the full amount being _____ (in words _____)

Note:

- (1) To be executed in Non-Judicial stamp paper by any authorized Indian Bank.
- (2) To be submitted directly by banker to concerned executive in purchase dept., Please give BHEL address to banker.
- (3) Do not enclose with Bank document.
- (4) Any Modification & omissions to this are not permitted

Signature of tenderer / with seal

ANNEXURE – F**PERFORMANCE BANK GUARANTEE
(FOR INDIGENOUS PURCHASE ORDERS)**

THIS DEED OF GUARANTEE made and executed on the _____ day of _____ (year), by the _____ (Bank), registered under the Companies Act 1956/Nationalized Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at _____ represented herein by its Branch Manager / authorized representative Sri. _____ & Sri. _____ (Hereinafter called 'guarantor' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

_____ (Buyer's Name), a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Electronics Division at Mysore road, Bangalore-26 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on _____ (State the name of the company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under order / Contract No. Dt. _____

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order/contract.

AND WHEREAS the company is not required to pay to the supplier a sum of Rupees _____ being the 10% of the value of the goods supplied / Works performed / Services rendered under the said order / contract between the supplier and the company, till the company is satisfied with the mechanical Warranties and the performance standards stipulated in the said order / contract between the company and the supplier has been duly fulfilled, except against a Bank Guarantee for the said sum of Rs _____ in favour of the company by reputed Bank, in which case the company has agreed to make payment to the supplier of the said sum of Rupees _____ being (...%) of the value of the goods supplied / Works performed / Services rendered under the agreement between the supplier and the company and the Guarantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and conditions stated below:

NOW THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the guarantor hereby agrees and covenants With company is as follows :-

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words) _____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said order / contract / Agreement by the supplier.
- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said order / contract. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor / supplier admits or denies.
- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract / agreement have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below, the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said

Signature of tenderer / with seal

supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.

- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs _____. The guarantee shall be in force till its expiry on _____ unless a demand is made on the guarantor within SIX months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

IN WITNESS whereof, the guarantor, acting through it authorized representative has executed this deed of Guarantee on the day, month and year first above written.

(Seal of the Bank to be affixed)

WITNESS

- 1.
- 2.

Note:

- (1) To be executed in INR 100 Non-Judicial stamp paper by any authorized Indian Bank.
- (2) To be submitted directly by banker to concerned executive in purchase dept., Please give BHEL address to banker.
- (3) Do not enclose with Bank document.
- (4) Any Modification & omissions to this are not permitted.

ANNEXURE – G

BHEL MEMBER BANKS (CONSORTIUM BANKS)*PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH OFFICES ONLY*

1	STATE BANK OF INDIA
2	PUNJAB NATIONAL BANK
3	HDFC BANK
4	SYNDICATE BANK
5	CANARA BANK
6	INDIAN BANK
7	ST. BANK OF HYDERABAD
8	ICICI BANK
9	STANDARD CHARTEREDBANK
10	UCO BANK
11	KOTAK MAHINDRA
12	ORIENTAL BANK OF COMMERCE
13	STATE BANK OF TRAVANCORE
14	CENTRAL BANK
15	IDBI BANK
16	FEDERAL BANK
17	HSBC LTD
18	DEUTSCHE BANK
19	CORPORATION BANK
20	CITI BANK
21	BANK OF BARODA
22	ABN AMRO BANK
23	UNITED BANK OF INDIA
24	VIJAYA BANK
25	UNION BANK OF INDIA
26	PUNJAB & SIND BANK
27	ANDHRA BANK
28	BANK OF INDIA
29	AXIS BANK

The above list is tentative and is subject to change from time to time.
The Purchase Executive shall be contacted for confirmation of the same.

Signature of tenderer / with seal

COMMERCIAL TERMS & CONDITIONS (to be enclosed with TECHNO-COMMERCIAL BID) (For Indigenous Purchase Orders)				
RFQ No.HBSMM20006 DUE DATE : 16.04.2014 FOR DESIGN, SUPPLY, I&C, O&M OF BALANCE OF SYSTEM ITEMS FOR 15MW SPV POWER PLANT AT NTPC-SINGRAULI, MP				
Sl No.	Terms	BHEL Term	Confirmation	Deviation / Remarks
1	Bidding	(a) Bid has to be submitted as Two Part - in two sealed covers-Techno Commercial Bid(Part-1) & Price Bid (Part-II)- clearly written on each cover both put in a single sealed envelope super-scribed with RFQ No. and Due date.	Acceptable / Not acceptable	
		(b) Documents as called in Pre-Qualification Criteria (Clause 2.0 of PS-439-877) to be submitted along with technical bid(Part-1).	Acceptable / Not acceptable	
		(c) Enclosures-B & B1 to be submitted along with technical bid (Part-1) & Enclosure-B2 to be submitted along with Price bid (Part-II).	Acceptable / Not acceptable	
		(d) Clause-wise compliance to BHEL Purchase specification along with all documents as called in Technical specification to be submitted along with technical bid(Part-1).	Acceptable / Not acceptable	
2	Price Basis	Firm i.e., from the date of PO to completion of supply if I&C is not applicable. If I&C is in supplier's scope, then the prices shall remain Firm till commissioning & handing-over of the complete system. (PVC clause not acceptable).	Acceptable / Not acceptable	
3	Terms of Delivery	Free On Road Basis to Project site :NTPC-Singrauli-MP.	Acceptable / Not acceptable	
4	Delivery Period	(a) Supply : Completion within 12 weeks from the date of Drawing Approval. Drawing Submission : Within 1 week from PO date.	Acceptable / Not acceptable	
		(b) I&C : Completion within 4 weeks from supply date.	Acceptable / Not acceptable	
5	Payment Term	(a)Supply :80% payment of Supply value + 100% Taxes shall be made with 45 days credit from the date of receipt of material at site. 10% on completion of I&C and certification line item wise on pro-rata basis. Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks.	Acceptable / Not acceptable	
		(b)I&C : 90% on completion of I&C and certification line item wise on pro-rata basis.Balance 10% on execution of PBG valid for warranty period + 6 months claim period from any of the BHEL Consortium banks.	Acceptable / Not acceptable	
		(d) O&M :100% payment on quarterly basis on completion and certification.	Acceptable / Not acceptable	
		(e) For any other deviation loading will be done as per clause 25(A) of Enquiry - General Terms & Conditions (Ref : SCPV/BOS/01-Rev 00)	Acceptable / Not acceptable	
6	Excise Duty	(a) To confirm whether applicable. If applicable, indicate prevailing rate of Excise duty.	Applicable / Not applicable	Prevailing rate of Excise duty : %
		(b) BHEL is trying to avail Customs Duty & Excise duty exemption.Successful bidder shall support with all relevant documents.	Acceptable / Not acceptable	
7	Sales Tax	(a) To confirm whether applicable. If applicable, indicate prevailing rate of Sales Tax against Form c.	Applicable / Not applicable	Prevailing rate of Sales Tax against Form c: %
		(b) For issue of form "C", vendor has to furnish "E1/E2" form.Please confirm that "E1/E2 Sale form" will be submitted.	Acceptable / Not acceptable	
		(c) Wherever E1/E2 transactions are made, CST will not be reimbursed	Acceptable / Not acceptable	
8	Value Added Tax	Since it is inter-state movement of goods, VAT is not applicable. Only CST against form C is applicable.	Applicable / Not applicable	CST applicable @.....%
		OR Both are in the same State, VAT is applicable please indicate VAT applicable.	Applicable / Not applicable	VAT applicable @.....%
9	Octroi	To confirm whether applicable, if applicable indicate current rate of Octroi.	Applicable / Not applicable	Octroi.....%
10	Service Tax	To confirm whether applicable, if applicable indicate current rate of Service Tax.Furnish Service Tax Regn. No. Confirmation that Service Tax register is maintained.	Applicable / Not applicable	Service Tax% Service Tax Regn. No. S.Tax Register maintained : Yes/No

COMMERCIAL TERMS & CONDITIONS (to be enclosed with TECHNO-COMMERCIAL BID) (For Indigenous Purchase Orders)				
RFQ No.HBSMM20006 DUE DATE : 16.04.2014 FOR DESIGN, SUPPLY, I&C, O&M OF BALANCE OF SYSTEM ITEMS FOR 15MW SPV POWER PLANT AT NTPC-SINGRAULI, MP				
Sl No.	Terms	BHEL Term	Confirmation	Deviation / Remarks
11	Freight	Freight shall be included (since it is on FOR basis to site) in unit rate quoted.	Acceptable / Not acceptable	
12	Insurance	Transit insurance is in vendor scope in addition to the insurance as per Clause 5.4(5) of PS-439-877.Insurance shall be included in the unit rate quoted.	Acceptable / Not acceptable	
13	Evaluation of L1 vendor	(a)Over all L1 of Supply + I&C + O&M on "FOR" basis to site will only be considered.	BHEL	
		The percentage of Supply, I&C and O&M values shall be in the range indicated below(approximately,with overall tallying to 100%) : (a) Supply : 50-55% (b) I&C : 45-50% (c) O&M : 3-5%	Acceptable / Not acceptable	
14	Warranty / Guarantee	(a) Supply : Warranty for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	Acceptable / Not acceptable	
		(b) Workmanship and I&C : 12 months from the date of I&C	Acceptable / Not acceptable	
15	Pre Shipment Inspection	Pre Shipment Inspection will be carried out by BHEL/NTPC for which test report shall be sent one week in advance.	Acceptable / Not acceptable	
16	Penalty	Penalty of 0.5% per week at the basic price of the good for undelivered quantity of supply portion, subject to a maximum of 10%. For Supply, Pre Shipment Inspection Call Letter Date (Receipt of test report) will be treated as delivery for purpose of penalty. For other activities the activity completion date as certified by Engg. will be considered for penalty calculation.	Acceptable / Not acceptable	
		For any deviation, loading will be done as per Clause 25.B of Enquiry - General Terms & Conditions(Ref : SCPV/BOS/01-Rev 00)	Acceptable / Not acceptable	
17	Road Permit	Road permit if applicable will be given by BHEL before Dispatch of ordered Items	BHEL	
18	PBG	(a)PBG shall be furnished in the BHEL prescribed format. (b) Deviation if any Please specify	Acceptable / Not acceptable	
19	Despatch Documents	Complete set of despatch documents in 3 sets shall be forwarded to BHEL directly. Despatch documents include Commercial Invoice, Excise Invoice (if ED is applicable), Lorry receipt (L/R), Packing list, Warranty certificate, Insurance intimation letter, & Original Performance Bank Guarantee (Directly from issuing bank to BHEL). One set of Invoice, Packing list and L/R shall be faxed immediately after despatch to BHEL-EDN, Bangalore.	Acceptable / Not acceptable	
20	Reverse Auction	BHEL reserves the right to conduct Reverse auction.Procedure for the same will be informed by BHEL . Please confirm your acceptance for reverse auction.	Acceptable / Not acceptable	
21	Other terms & conditions	For any other Terms and Conditions, kindly refer to the enclosed Enquiry - General Terms & Conditions(Ref : SCPV/BOS/01-Rev 00)	Acceptable / Not acceptable	
22	Integrity Pact	The bidder shall sign an "INTEGRITY PACT" in the format enclosed (total 7 sheets). 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 is a preliminary qualification. The Name & Address of Independent External Monitor (IEM) will be advised separately.Prospective suppliers/ bidders may address their complaints/ representation as envisaged in the IP to the Head (MM) of the concerned Unit/ Region.	Acceptable / Not acceptable	
23	Validity	(a) Quotation should remain valid for a period of 90 days from the due date	Acceptable / Not acceptable	
		(b)Deviation if any Please specify	(b)	
24	Bank Charges	(a) All Bank charges to respective accounts	Acceptable / Not acceptable	
		(b) Deviation if any Please specify	(b)	
25	Billing Schedule	Billing schedule shall be submitted by successful vendor after PO is released.	Acceptable / Not acceptable	
26	Spares	Vendor shall quote for mandatory spares as per PS-439-877. Successful vendor shall provide the price breakup of spares.	Acceptable / Not acceptable	

AUTHORISED SIGNATORY WITH SEAL

TECHNICAL BID ENCLOSURE FOR COMPLIANCE OF QUOTE										
RFQ No.HBSMM20006 DUE DATE : 16.04.2014 FOR DESIGN, SUPPLY, I&C, O&M OF BALANCE OF SYSTEM ITEMS FOR 15MW SPV POWER PLANT AT NTPC-SINGRAULI, MP										
Sl No.	Matl Code	DESCRIPTION	QTY	UNIT	QUOTED	TAXES				Remarks
						ED %	CST%	VAT %	SERVICE TAX %	
A. SUPPLY :										
1	PS0679033084	Transformer 3-winding 1600kVA ONAN	12	NO	YES/NO				NA	Taxes Included
2	PS0679033467	Supply of MC4, Cable tie, HDPE pipe etc	1	ST	YES/NO				NA	Taxes Included
3	PS0679033475	Supply of LT/HT/cables, kits etc	1	ST	YES/NO				NA	Taxes Included
4	PS0679033483	Supply of Materials for Inv. Room	5	ST	YES/NO				NA	Taxes Included
5	PS0679033491	Supply of DG Set, Aux Transformer etc	1	ST	YES/NO				NA	Taxes Included
6	PS0679033505	Supply of items of earthing systems	1	ST	YES/NO				NA	Taxes Included
7	PS0679033513	Supply items of module cleaning system	1	ST	YES/NO				NA	Taxes Included
8	PS0679033521	Supply LA for PV array, cntrl room etc	1	ST	YES/NO				NA	Taxes Included
9	PS0679033530	Supply of items of yard lighting systems	1	ST	YES/NO				NA	Taxes Included
10	PS0679033548	Supply of miscellaneous items	1	ST	YES/NO				NA	Taxes Included
11	PS0679033556	Supply fire alarm sys, extinguishers etc	1	ST	YES/NO				NA	Taxes Included
12	PS0679033742	Supply of spares	1	ST	YES/NO				NA	Taxes Included
B.I&C										
1	PS0679033564	I&C: Temp site office, storage yard etc	1	AU	YES/NO	NA	NA	NA		Taxes Included
2	PS0679033572	I&C: Interconnection Modules,SMBs etc	6	AU	YES/NO	NA	NA	NA		Taxes Included
3	PS0679033580	I&C:Trenches,cable laying etc	6	AU	YES/NO	NA	NA	NA		Taxes Included
4	PS0679033599	I&C : Inverter Room	5	AU	YES/NO	NA	NA	NA		Taxes Included
5	PS0679033602	I&C: Elec panel instln Inverter room	5	AU	YES/NO	NA	NA	NA		Taxes Included
6	PS0679033610	I&C: 33 KV S/yard at Inv room	5	AU	YES/NO	NA	NA	NA		Taxes Included
7	PS0679033637	I&C: Elec panel instln at CMCS	1	AU	YES/NO	NA	NA	NA		Taxes Included
8	PS0679033645	I&C: 33 KV S/yard at CMCS	1	AU	YES/NO	NA	NA	NA		Taxes Included
9	PS0679033653	I&C SCADA System	1	AU	YES/NO	NA	NA	NA		Taxes Included
10	PS0679033661	I&C : DG Set, aux Transformer, etc	1	AU	YES/NO	NA	NA	NA		Taxes Included
11	PS0679033670	I&C: Earthing system: Array, S/yard etc	1	AU	YES/NO	NA	NA	NA		Taxes Included
12	PS0679033688	I&C: Yard lighting system	1	AU	YES/NO	NA	NA	NA		Taxes Included
13	PS0679033696	I&C: Module cleaning system	1	AU	YES/NO	NA	NA	NA		Taxes Included
14	PS0679033718	I&C: Misc Items fire alarm sys etc	1	AU	YES/NO	NA	NA	NA		Taxes Included
15	PS0679033726	I&C: Commissioning, state clearances etc	1	AU	YES/NO	NA	NA	NA		Taxes Included
C.O&M										
1	PS0679033734	O&M of SPV Power Plant	12	AU	YES/NO	NA	NA	NA		Taxes Included
D	Freight Charge including Service Tax on Freight(12.36% on 25% of Freight Value)					Included in Quoted Rates				
E	Insurance charges(Refer Sl No.13 of Annexure B)					Included in Quoted Rates				

NOTE :

1. Your quoted prices shall be on "FOR" basis to site.

2. The quoted prices shall be inclusive of all Taxes & Duties, Packing & Forwarding charges, Freight & Insurance.

3. However, the percentage of taxes considered against each item may pls be indicated in the column for Taxes for the purpose of availing Tax Credit.

4. The above format shall be used for compliance. (Reproducing on your letter head is acceptable.)

Authorized Signatory with seal

TECHNICAL BID ENCLOSURE FOR COMPLIANCE OF QUOTE										
RFQ No.HBSMM20006 DUE DATE : 16.04.2014 FOR DESIGN, SUPPLY, I&C, O&M OF BALANCE OF SYSTEM ITEMS										
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NOTE :

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2.The quoted prices shall be inclusive of all Taxes & Duties, Packing & Forwarding charges,Freight & Insurance.**3.However, the percentage of taxes considered against each item may pls be indicated in the column for Taxes for the purpose of availing Tax Credit.**

4. The above format shall be used for compliance.(Reproducing on your letter head is acceptable.)

Authorized Signatory with seal

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) _____
