

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

<b>Sr. No.</b>	<b>Standard Terms &amp; Conditions (REVISION 1) FOR RATE CONTRACT OF STRUCTURE HARDWARE AND EQUIPMENT FIXING HARDWARE ( FOR PGCIL Projects) ENQUIRY NO. 285G012 (Rev 01) DATED: 18.02.2016 DUE ON : 15.03.2016</b>
1.	<p><b>INSTRUCTION TO BIDDERS:</b></p> <p>a) 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 shall be liable for rejection.</p> <p>b) Bidder must ensure that their quotation is received / dropped in the tender box on or before 14:00 Hrs of the due date of opening.</p> <p><b><u>Location of Tender Box:</u></b></p> <p><b>Bharat Heavy Electricals Limited,</b></p> <p><b>Transmission Business Group,</b></p> <p><b>Advant Navis Business park, Tower A</b></p> <p><b>5 th Floor, 7 , Sector- 142, Greater Noida Expressway, UP -201305</b></p> <p>c) The same shall be opened at 14.30 Hrs. on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>d) Bids are to be submitted in Two parts:</p> <p>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.</p> <p>ii) Bidder to strictly ensure submitting the price bids in BHEL format of Rate Contract or as per project requirement.</p> <p>iii) 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 shall prevail over figure. Further in case of difference between unit rate &amp; total price, unit rate in words shall prevail over total price.</p> <p>Both Parts-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 superscribed with enquiry no., item / package name, project name (if any) and due date of opening.</p> <p>e) <b>"BHEL reserves the right to go for Reverse Auction instead of Opening the</b></p>

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	<p><b>submitted sealed bid, which will be decided after technical evaluation”.</b></p> <p>f) For any technical clarification please contact :</p> <p>Sh. B.V.Gautam, Sr.Manager (TBEM) for Structure Hardware(SH) and Sh.Deepak Mandal, DGM(TBEM) for Equipment Fixing Hardware (EFH),</p> <p>TBG, BHEL, Advant Navis Business park, Tower A</p> <p>5<sup>th</sup> Floor, Sector- 142, Greater Noida Expressway, UP -201305</p> <p>Email : <a href="mailto:gautambv@bhel.in">gautambv@bhel.in</a> Tel No 0120-6748550 &amp; <a href="mailto:dipak.mandal@bhel.in">dipak.mandal@bhel.in</a> Tel no.0120-6748134</p> <p>For any commercial clarification please contact official below :</p> <p>Shri Puneet Rana, Sr.Engineer (TBMM) / Shri.R.K.Gangal , Sr.Manager (TBMM).</p> <p>TBG, BHEL, Advant Navis Business park, Tower A</p> <p>5 th Floor, 7 , Sector- 142, Greater Noida Expressway, UP -201305</p> <p>Email: <a href="mailto:puneetrana@bhel.in">puneetrana@bhel.in</a> Tel No 0120- 6748478, <a href="mailto:rkgangal@bhel.in">rkgangal@bhel.in</a>(0120-6748477)</p> <p>g) Price bid should contain only rates / prices, otherwise bid shall be liable for rejection.</p> <p>h) Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>i) Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material: NOT APPLICABLE</p>
<p><b>2.</b></p>	<p><b>PRICES:</b></p> <p>A. Prices shall be on PVC basis as per latest IEEMA Formula (Annexure-I) for TLA&amp;H with ceiling of ±30%. The base indices would be for the month of Jan 2016. Documentary evidence for price variation is required to be submitted along with claim.</p> <p>B. The prices shall be quoted by the vendors considering Sl. No. B1 and B2 below: B1. On Domestic Basis. B2. For Deemed Export, Physical Export &amp; Mega Power Projects (BHEL shall provide necessary Documents for availing ED exemption &amp; duty drawback benefits for Deemed Export, Physical Export &amp; Mega Power Projects). ED shall be loaded on 90% of qty. However in balance 10% quantity, projects with ED exemptions (Deemed export 10%) is being considered, this is only for evaluation purpose.</p> <p>C. The prices are to be quoted on Ex-works basis. The break-up of prices shall be as under : -</p>

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	<p>a) <b>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 extra as percentage in both un-priced and price bid. (In the event bidder is exempted from ED, the same to be maintain throughout the Rate Contract period)</p> <p><b>B3.c) Sales Tax:</b> ST / VAT / CST (against C form) as applicable to be quoted extra as percentage in un-priced and price bid. In case of inter-state sale-in-transit supplier/vendor will have to provide E1/E2 form. CST against c form shall be loaded on 100% of qty.</p> <p><b>d) Entry tax / Octroi Charges:</b> Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p>e) <b>Freight &amp; Insurance:</b> 1. Freight and Transit Insurance for door delivery up to destination/store is to be quoted on <b>per KG per KM basis</b>. Same rates shall be applicable for each item of BOQ.</p> <p>2. Uniform rate of freight will be paid for project situated anywhere in India i.e. irrespective of destination at hilly or non-hilly area.</p> <p>3. The distance for the purpose of freight admissibility while placing purchase orders under rate contract shall be taken as the least of distance between vendor's works and destination place, as reflected on following websites:</p> <p><a href="http://www.mapmyindia.com/">www.mapmyindia.com/</a> or <a href="http://www.maps.google.com">www.maps.google.com</a></p> <p>4. Vendor should quote the F&amp;I charges in <b>Rs/Kg/km</b> for the following category:-</p> <p>Upto 500kGs(appx-533kgs)</p> <p>501kg to1000kgs(appx2133kgs)</p> <p>1001kgs to 5000kgs(2667kgs)</p> <p>5001kgs and above(154667kgs)</p> <p>The approximate quantity in weight to be procured under each category is mentioned in above brackets above. It is for only evaluation purpose only and actual ordered quantity in weight under each category may vary.</p> <p>The evaluation shall be done considering 1000 kms for each category. It is only for evaluation purpose and actual distance for individual consignment may vary.</p> <p>f) <b>EXPORT/ Sea worthy Packing Rates:</b> For export project charges of Export/sea worthy packing as per BHEL specification, is to be quoted as Rs/MT(taxes extra, if applicable).10%(Equipment fixing hardware only) of total rate contract qty shall be considered for export sea worthy packing for evaluation purpose.</p> <p>g) <b>Note:</b> The purchase orders shall be placed on Ex-works basis.</p>

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<b>3.</b>	<b>TERMS OF PAYMENT:</b>  100% payment along with taxes, duties, Freight & Insurance within 60 days from the date of receipt of complete invoice in <b>TBG, BHEL</b> with following documents in 3 sets (Original + 2 copies). <ul style="list-style-type: none"> <li>• LR duly endorsed in the name of Customer by BHEL-Site &amp; Material Receipt certificate issued by Site.</li> <li>• Excise invoice (where ED re-imburement is required)</li> <li>• Packing List (Case-wise)</li> <li>• Copy of Contract Performance Bank Guarantee</li> <li>• Transit insurance Certificate from insurance Co or intimation of Transit Insurance duly endorsed by insurance Co.</li> <li>• MICC issued by BHEL</li> <li>• Guarantee Certificate</li> </ul>
<b>4.</b>	<b>INTEREST LIABILITY:</b> In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.
<b>5.</b>	<b>GUARANTEE:</b> The equipment / material shall be guaranteed for 18 months from the date of material receipt at destination or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.
<b>6.</b>	<b>PERFORMANCE BANK GUARANTEE:</b> A Contract Performance Bank Guarantee amounting equal to the value of 5% (Ex-work) of rate contract value shall be taken from the vendors who enter into rate contract against this Enquiry and the Contract Performance Bank Guarantee shall be submitted by vendor which should be valid till 21 (18+3) month from the date of last dispatch of PO under Rate Contract. This BG have to be submitted within 30days from the date of award of rate contract. In case of non-submission of said BG, an amount equal to BG shall be withheld from the invoices of the vendor and will be released after 21 months from the date of last dispatch of PO under rate contract.
<b>7.</b>	<b>FINAL ENGINEERING DOCUMENTATION:</b> Not Applicable
<b>8.</b>	<b>INSPECTION:</b> BHEL / customer / third party shall inspect equipment / material before dispatch. Stage inspection during manufacturing may also be carried out. Material to be dispatched only after getting Dispatch Clearance from BHEL.  Supplier shall send inspection call on prescribed format or website only, with an advance notice of 15 days. Vendor shall forward all inspection and test reports for issue of MICC by BHEL.  Road Permit Form request should also be given along with Inspection call.  BHEL representative from unit or CQ is authorized to carry out audits along with third part inspection agency (TPIA) at vendor's works before clearing the items for dispatch.

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<b>9.</b>	<b>DESPATCH DOCUMENTS:</b>  Following despatch documents are to be immediately sent to purchaser on despatch: <ul style="list-style-type: none"> <li>• Copy of Invoice and LR</li> <li>• Packing List (Case-wise)</li> <li>• Insurance Certificate</li> </ul>
<b>10.</b>	<b>DELIVERY PERIOD:</b> Bidder to specify delivery period in weeks from the date of LOI/PO.  Note: LR date or Invoice date whichever is later shall be considered as delivery date.
<b>11.</b>	<b>DELAYED DELIVERY:</b>  In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total PO value (inclusive of export/sea worthy packing if applicable, Taxes and duties and F&I) Ex-Works Value per week or part thereof subject to maximum of 10% of total Value of P.O. (inclusive of Taxes and duties and F&I, export/Sea worthy packing) will be withheld.
<b>12.</b>	<b>VALIDITY:</b> The offer shall be valid for 120 days from the due date of opening.
<b>13.</b>	<b>ACCEPTANCE / REJECTION OF TENDER:</b> BHEL reserves the right to reject in full or part, any or all tenders without assigning any reason thereof.  BHEL also reserves right to vary the quantities mentioned in the tender.
<b>14.</b>	<b>EVALUATION:</b> Comparative statement shall be prepared based on overall quantity (for SH + EFH) basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL, Considering Ex-Works Price, Excise Duty, and CST against Form "C", F & I for 1000 Kms Distance and Export/Seaworthy packing charges.  ED shall be loaded on 90% of qty. However in balance 10% quantity, projects with ED exemptions (Deemed export 10%) is being considered, this is only for evaluation purpose.  CST against c form shall be loaded on 100% of qty. this is only for evaluation purpose.
<b>15.</b>	<b>DEVIATION:</b> 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 as per Loading Criteria for identified deviations mentioned in clause No. 22.

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<b>16.</b>	<b>ARBITRATION:</b>  All cases of disputes emanating from and relating to this contract shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The Arbitration and Conciliation Act 1996' and the rules thereunder 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 arbitrator shall give a reasoned award. The decision of the arbitrator shall be final & binding upon both the parties. The venue of arbitration shall be Delhi.
<b>17.</b>	<b>LEGAL SETTLEMENT:</b> All suits/claims in respect of this contract shall be in the courts having jurisdiction at Delhi.
<b>18.</b>	<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.
<b>19.</b>	<b>RISK PURCHASE:</b>  In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material / component / equipment / system from any other agency at the risk and cost of the successful bidder.
<b>20.</b>	<b>ADJUSTMENT OF RECOVERY:</b> Any amount payable by the supplier / vendor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier / vendor 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.
<b>21.</b>	<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.
<b>22.</b>	<b>LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:</b> <b><u>22.1.TERMS OF PAYMENT:</u></b> If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at sr. No. 3 above, loading to be done as follows: a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. b) 60 days - No loading  <b><u>22.2. DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</u></b> Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause.(ie 10% of total rate contract value, inclusive of Taxes, duties, F&I, export/sea worthy packing )

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<b>23.</b>	<b>QUANTITY VARIATION:</b> Quantity Variation will be +/- 30%.
<b>24.</b>	<b>TECHNICAL SPECIFICATION :</b> TB-xxx-618-002a Rev. 04 & TB-xxx-618-002c Rev. 01
<b>25.</b>	<b>RATE CONTRACT VALIDITY /CONDITIONS :</b> <ul style="list-style-type: none"> <li>a) The Rate Contract shall be Valid for 18 Months from the Date of award of the Rate Contract. All orders placed within the Rate contract Validity period have to be executed.</li> <li>b) Allotment of job to any Vendor would be sole prerogative of TBG, BHEL &amp; no representation in this regard shall be entertained. However, generally the allotment will be based on following : <ul style="list-style-type: none"> <li>i) Capability of vendor in meeting delivery schedule of BHEL.</li> <li>ii) Delivery performance of Vendor.</li> <li>iii) Delivery Capacity as available at the time of allotment.</li> <li>iv) Vendor approval by customer</li> <li>v) L – 1 Vendor will be given preference. However, BHEL, TBG reserves its right of allotment to any Vendor, with whom Rate Contract is entered, to meet its delivery requirement.</li> </ul> </li> <li>c) The Rate Contract is proposed to be entered with Two [02] Nos. of Vendors with the quantity distribution in the ratio of 70 &amp; 30. 70 % quantity shall be awarded to original L1 vendor. The rates of Original L1 vendor shall be sequentially counter-offered to L2, L3, L4 and so on... in that sequence. The balance 30 % quantity shall be awarded to the L2 or L3 or L4 and so on.. bidder whoever accepts the rate of the original L1 bidder in that sequence. In case the other bidders do not accept the business at L1 rates, then order for 100 % business will be placed with the original L1 bidder.</li> </ul> <p><b><i>“However, Any actual distribution pattern cannot be committed as evaluation will be done when the delivery location becomes known. Evaluation for each destination shall be done on ‘total cost to BHEL’ basis and purchase order shall be placed accordingly on L1 vendor for the specific requirement”.</i></b></p> <p>“In case of Rate Contract, ordering shall be done with quantity in both numbers and notional weight. However, payment shall be done on the basis of nos. or weight whichever is less. Weight of individual piece has to be as per technical specifications.</p> <p>Purchase orders under rate contract shall be placed for both PGCIL &amp; NTPC projects.</p>
<b>26.</b>	<b>INTENDED BENEFITS FOR MSE SUPPLIERS:</b> 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 EM II certificate along with CA certificate (Format enclosed as per Annexure I) applicable for the year, certifying quantum of investment in plant & 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

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	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.
27.	<p><b>PRE QUALIFYING CRITERIA FOR OPEN TENDER :</b></p> <p>1. <u>The technical Pre Qualification criteria for Open Tender : attached</u></p> <p>2. The Financial Parameters for PRE QUALIFYING CRITERIA shall be :</p> <p>(a)Vendors should have a minimum average audited annual Turnover of 65 lacs for last two financial years (2012-13 &amp; 2013-14 or 2013-2014 &amp; 2014-15) and should submit audited balance sheet and Profit and Loss account statement for the same.</p> <p>(b)Vendors should have earned profit in at lease one year during the last two years for which turnover has been considered.</p> <p><b>3. REGISTRATION OF Non TBG – PMD Vendors :</b></p> <p>(a.) Bidders, not registered with BHEL TBG, need to submit application for Assessment of Registration through Online supplier registration portal at : <a href="http://www.bhel.com">www.bhel.com</a> under supplier registration either before Date of Tender Opening or within One Week of Date of Tender Opening. PLEASE NOTE THAT UNLESS ONLINE VENDOR REGISTRATION IS APPLIED WITH IN PERIOD MENTIONED IN THIS CLAUSE, BIDS WILL NOT BE PROCESSED FURTHER.</p> <p>(b) In case of bidders referred to point no (a) above, please note that price bids of only those bidders will be opened who are registered under permanent code by BHEL TRANSMISSION GROUP(BHEL-TBG)</p> <p>(c) BHEL reserves the right to reject the offer even though bidder meets the prequalification criteria but is considered not qualified for grant of registration of permanent code by BHEL. Decision of BHEL will be final in this regards and shall be binding on the bidders.</p> <p>In case any clarifications are required by BHEL TBG, it should be furnished properly at the earliest but not later than 15 days from the date of clarification is sought by BHEL. In case of non reply/improper reply, BHEL reserves the right to complete the Assessment based on available documents and decide acceptance or rejection of bid accordingly.</p> <p>Supplier Evaluation team may also visit Works of Bidder for Assessment of Works.</p>

Seal of the bidder

Signature of the bidder