



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

Sub-Contract and Purchase
Deptt.

Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Northern Region,

Plot No. 25, Sector - 16A, Distt. Gautam Budh Nagar

NOIDA – 2 01301 (INDIA)

Phone: 91-120-2416500/2416284 Fax 91-120-2416528

Email: cs@bhelnsr.co.in/ umeshgupta@bhelnsr.co.in

TENDER ENQUIRY NO: BHEL/PSNR/SCP/CS/E-2489

DATE: 26.09.2013

TENDER NOTICE

BHEL Power Sector, Northern Region invites sealed quotation from **manufacturers only** in **two part bid system** for the following item required at BHEL – Bara, Anpara, Lalitpur & Gadarwara Sites as follow:

Enquiry No.	DESCRIPTION	LAST DATE OF TENDER SUBMISSION & OPENING	DELIVERY SCHEDULE
BHEL/PSNR/SCP/CS/ E-2489	SUPPLY, INSTALLATION & COMMISSIONING OF 10 NOS. OF MOBILE LIGHTING MAST.	18.10.2013 AT 1530HRS.	Within three (3) month from the date of PO

Notes:

1. For detailed tender enquiry, please visit BHEL web site www.bhel.com
2. BHEL reserves the right to finalize the order through **Reverse Auction (RA)**.

SR. ENGINEER/PURCHASE



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DESTINATION FOR SUPPLY IS AS FOLLOWS:

- (i) BHEL Site Office, PPGCL (Bara Site) P.O. Lohgara, Police Station Shankargarh, Gram: Lohgara, Tehsil- Bara, Distt. Allahabad (U.P.). **(Qty = 2 Nos.)**
- (ii) BHEL Site Office, Anpara-D TPS, Distt. Sonbhadra (U.P.) 231225 **(Qty = 2 Nos.)**
- (iii) BHEL Site Office, Lalitpur Super Thermal Power Project, Village Mirchwara, P.O. Buragaon, Tehsil Mahroni, Distt. Lalitpur (U.P.) **(Qty= 2 Nos.)**
- (iv) BHEL Site Office, 2 X 800 MW Super Critical -TPS, GADRWARA, District NARSINGHPUR, (M.P.) **(Qty = 4 Nos.)**

QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

1. OFFER FROM ONLY THOSE MANUFACTURERS WILL BE CONSIDERED WHO HAVE BEEN MANUFACTURING SIMILAR OR HIGHER CAPACITY OF MOBILE LIGHTING MAST AND SHOULD HAVE BEEN REGISTERED UNDER INDUSTRY ACT. COPY OF REGISTRATION SHALL BE ENCLOSED WITH TECHNICAL PART.
2. MANUFACTURERS WHO HAVE SUPPLIED THE SIMILAR OR HIGHER CAPACITY OF MOBILE LIGHTING MAST TO SOME REPUTATED ORGANIZATIONS. LIST OF CUSTOMERS SHALL BE ENCLOSED WITH TECHNICAL PART.
3. BIDDERS SHALL SUBMIT THE DOCUMENTARY PROOF FOR SUPPLYING THE SIMILAR OR HIGHER RATING OF ABOVE WORK. COPY OF MINIMUM TWO UNPRICED PURCHASE ORDER SHALL BE ENCLOSED WITH TECHNICAL PART.

NOTES:-

The Tender Document comprise of following;

- a. ANNEXURE- 1 (TECHNICAL SPECIFICATIONS)
- b. ANNEXURE-2 (IMPORTATNT NOTES)
- c. ANNEXURE-3 (SPECIAL TERMS & CONDITIONS)
- d. ANNEXURE-4 (GENERAL TERMS & CONDITIONS)
- e. ANNEXURE-5 (UNPRICE FORMAT)
- f. ANNEXURE – 6 (RATE SCHEDULE)
- g. ANNEXURE – 7 (CERTIFICATE FOR NO DEVIATION)
- h. ANNEXURE – 8 (REVERSE AUCTION FORMAT AND TERMS & CONDITIONS)
- i. ANNEXURE – 9 (PBG FORMAT)

TECHNICAL SPECIFICATIONS OF MOBILE LIGHTING MAST

Sl. No.	Description	VENDOR confirmations
<p>Scope: 9 meter height movable telescopic tilt able Lighting system with 4 Nos. 1 X 400 W HPSV fittings with Diesel Generating set of suitable HP, 5 KVA, 230 Volts, 0.8 PF, 50 Hz and 3000 RPM.</p>		
<p>1.</p>	<p><u>TOWER CONSTRUCTION:</u></p> <p>Tower should be telescopic unit having four sections and vertical post hinged together. It should extendible up to height of 9 mtrs from ground level. It should be provided with hand operated winch with rope and pulley arrangement. The tower sections should be made of MS rectangular hollow sections used in structural applications. The base Plate and the column post made of M.S. Plate. The column post should be rigidly welded to the base plate.</p> <p>The Design of the tower should be according to IS 875/87. The tower has a suitable luminaries post for mounting luminaries.</p> <p>The tower should have tilting arrangement to bring the lighting fixtures etc. near the ground level for ease of maintenance. The telescopic and tilting action of the tower should be operated through winch. Suitable locking arrangement should be provided with the structure for locking the mast before raising it telescopically to the height of the 9 mtrs.</p>	<p>YES/NO</p>
<p>2.</p>	<p><u>TROLLEY:</u></p> <p>Trolley should be ruggedly built complete with spring leaf assembly and mounted on pneumatic tyres, easily tow able to different location by light motor vehicles. At front it should be provided with two outriggers with jacks. It is provided with toeing arrangement. It should also be provided with mudguards. Main chassis of the trolley should rigidly build for heavy duty application. The trolley should have an arrangement for resting it and locking it in tilted position.</p> <p>Winches should be of robust construction, gears should be machined cut grounded and case hardened for high wearing strength. Operating handle should be provided for manual operation. Self actuating braking system should be provided in winches which apply automatically on load/weight of the tower sections.</p> <p>Suitable Wire rope for telescopic and tilting winch should be used which conform to relevant Indian Standard Specification.</p>	<p>YES/NO</p>
<p>3.</p>	<p><u>LUMINARIES :</u></p> <p>The long range, high intensity, energy saving HPSV Flood light should be dust, moisture and vermin proof. The fitting should be complete with highly polished stainless steel mirror reflector-cum-body, pilfer proof and captive bolting system, incorporated vibration isolators, toughened front glass of min 5 mm thickness, focusing arrangement, neoprene rubber gaskets and steel inserts at threaded portions.</p> <p>The fittings should be suitable for use with both tubular & elliptical lamps but should not in any way infringe with performance of the fitting.</p> <p>The flood lights should meet the requirements as laid down in IS-10322 Part-5, Sec-V and IS-13383.</p>	<p>YES/NO</p>

<p>4.</p>	<p>DIESEL GENERATING SET:</p> <p>The DG set should have a suitable BHP, 3000 R.P.M. Air cooled diesel engine, directly coupled to a self-excited, self-regulated alternator having output of 5 KVA, 230Volts, 0.8 PF, 50 Hz, sufficient to operate the luminaries plus winches, continuously rated alternator mounted on a suitably designed base frame. The DG set should be of reputed company & conform to relevant International /Indian Standard Specification.</p> <p>The DG set should be provided with minimum 50 ltr. Tank Capacity and incorporated vibration dampers. The system should have provision for battery start.</p> <p>DG set, control panel, and batteries for Engine start should be housed in a suitably designed acoustic cover meeting CPCB norms for noise as well as exhaust emission specifications.</p>	<p>YES/NO</p>
<p>5.</p>	<p><u>CONTROL PANEL:</u></p> <p>The control panel should be placed on the trolley with voltmeter, incoming MCB and with outgoing MCB's (individual MCB to control the individual luminaries, with indication lamps). The unit should be prewired with insulated PVC sheathed cable. The terminal box should be provided at the base of luminaries post for cable termination and connection to the individual luminaries. Panel should have Ballast, Igniter and Capacitor.</p> <p>The following should also be provided on the control panel;</p> <p>a) Engine Safety Unit consisting of:</p> <ul style="list-style-type: none"> • Circuit Fuse Fail for Safety of ESU (Engine Safety Unit) • Battery charge indicator • Emergency stop indicator • Low lube oil Pressure (LLOP) • High water temperature indicator with cut off. <p>b) RPM Meter, Frequency Meter & Hour Meter all integrated digital operations.</p> <p>d) Cabin Light Switch</p> <p>e) Fuel Gauge Meter</p> <p>f) Change over switch 2 pole for running the mobile tower on grid power or engine power.</p> <p>g) Voltmeter</p> <p>h) heater indicator (when heater switch is used for starting)</p> <p>i) cabin light switch for inside acoustic enclosure</p> <p>j) AC input supply socket should be provided to run the lighting system if power is available on the site.</p> <p>k) Output socket MCB for 10 amp load for other utility.</p>	<p>YES/NO</p>
<p>6.</p>	<p><u>PROTECTION AGAINST LIGHTNING:</u></p> <p>The tower should be provided with suitable lightning conductor which shall be connected to the earth terminal at bottom frame through suitable flexible copper cable.</p>	<p>YES/NO</p>
<p>7.</p>	<p><u>CABLES:</u></p> <p>The unit should be wired with PVC INSULATED PVC SHEATHED SUITABLE SIZE COPPER CONDUCTOR MULTICORE 1100V GRADE CABLE from the Control Panel through a metal clad waterproof socket to the luminaries fixed on the top of the mast.</p>	<p>YES/NO</p>

8.	<p><u>PAINTING:</u> The whole trolley and cabinet should be antirust treated with two coats of primer and painted for clear visibility from ground and air. As all earth moving equipments are painted yellow in color for easy visibility. Similar color should be applied.</p>	YES/NO
9.	<p><u>TOOLS & TACKLES:</u> A tool box made of sheet steel containing a set of general purpose tools/spanners and a special tools/tackles (special key) for the luminaries should be supplied along with each Tower.</p>	YES/NO
10.	<p><u>MANDATORY SPARE PARTS:</u> A list of mandatory spare part without price details should be provided along with Technical bid.</p>	YES/NO
11.	<p><u>SUPPLY, INSTALLATION & COMMISSIONING AT BHEL SITES:</u> The lighting mast supplied should be installed and commissioned at BHEL sites to the full satisfaction of BHEL Engineer. Training for Operation & maintenance should be provided to BHEL/Contractor persons during installation & commissioning. Commissioning should be carried out within three weeks after the receiving of items at site.</p>	YES/NO
12.	<p><u>Documents required before dispatch:</u> Vendor shall submit their 'Quality Plan' for approval of BHEL with the technical bid. Pre dispatch inspection shall be carried out at supplier's works by BHEL engineer as per approved quality plan. Supplier has to inform well in advance (7 days) about the readiness of material for inspection. Supplier has to make all arrangement for the inspection within the quoted rate.</p> <p><u>Documents required along with dispatch:</u></p> <ul style="list-style-type: none"> • O&M MANUALS (2 sets for each Lighting Mast – One for Head Quarter and One for site) • GUARANTEE – 12 months from the date of commissioning or 18 months from date of dispatch of Mobile Lighting Mast at site whichever is early. 	YES/NO

IMPORTATNT NOTES

1. Bidders not offering the material as per specification described in Annexure – 1 shall not be considered.
2. Price comparison shall be carried out for all the items on one lot basis. However BHEL reserves the right to split the total qty. and order may place on more than one party.
3. Offers must be submitted to the undersigned latest by **18.10.2013** before opening of technical bids commences. Technical bids shall be opened at **15.30 Hrs. (IST) on 18.10.2013**.
4. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
5. BHEL reserves the right to split, accepts or rejects any or all tenders without assigning any reason what so ever.
6. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
7. Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply, of **"SUPPLY, INSTALLATION & COMMISSIONING OF 10 NOS. OF MOBILE LIGHTING MAST."** as per detailed specifications in Annexure-1, so as to reach us before the date of opening. The tenders (Part I only) will be opened at **15.30 PM (IST) on 18.10.2013**.
8. Tender should not be addressed to any Individual's name but only by designation to:
Sr. Engineer/ PURCHASE
Room No - 104
BHARAT HEAVY ELECTRICALS LIMITED
Power Sector-Northern Region,
HRDI & ESI Complex, Plot no.25, Sector 16 A,
NOIDA –201301 (INDIA)

9. TENDERS TO BE SUBMITTED IN TWO PARTS:

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

- (i) Covering letter/Offer forwarding letter of Tenderer.
- (ii) Supporting documents against Qualifying Requirements (QR) and vendor confirmation regarding technical specification.
- (iii) Duly filled-in 'No Deviation Certificate' as per Annexure -7.

Note:

- a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
 - b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. In case of unacceptable deviations, BHEL reserves the right to reject the tender
- (iv) Acceptance to commercial terms and conditions by submitting duly signed and stamped all pages of Tender document as a proof of acceptance.
 - (v) All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.

(vi) Bidders shall submit their offer in INR only, the same to be indicated in their offer (Part-I).

(vii) Commercial: This part shall include / indicate the following:

(a) Station of dispatch

(b) Taxes & duties applicable.

(c) Delivery Schedule

(viii) Copy of "Un-Priced Format as per Annexure - 5" i.e., without the price details to be enclosed with clearly mentioning that whether **QUOTED or NOT APPLICABLE**. (No hidden charges shall be accepted).

(ix) Any other details preferred by bidder with proper indexing.

PART: II: PRICE BID AS PER ANNEXURE – 6, DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:

(i) Offered price (as per Rate Schedule format enclosed).

(ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

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

10. Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid:-

Tender for: _____

Tender No. _____ Due on: _____

Part II: PRICE BID:

Tender for: _____

Tender No. _____

11. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSRIBED AS:

Tender for: _____

Tender No. _____ Due on: _____

Containing Part I and Part II of the offer

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

12. LANGUAGE & CORRECTIONS

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

13. TENDER EVALUATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

14. PRICE DISCREPANCY

- a) Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.
 - a. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
 - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- b) In case of any other discrepancy, the decision of the purchaser will be final.

15. DISCOUNTS

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only.


SR. ENGINEER/PURCHASE

SPECIAL TERMS AND CONDITION

1. Unloading of material at site shall be in BHEL's scope.
2. Price in INR should be quoted for **F.O.R destination delivery at BHEL site offices / Anpara, Lalitpur, Bara & Gadarwara.**
3. **EVALUATION CRITERIA:** On total cost to BHEL for whole lot. BHEL reserves the right to conclude the contract either on Ex- works or F.O.R site basis at its sole discretion. However bidder to submit Prices on F.O.R site basis.

4. **TAXES AND DUTIES:**

4A) Price quoted should be inclusive of all the applicable charges, Taxes and Duties. However rates of Sales Tax, Excise Duty & other statutory levies should be indicated separately if applicable. Variation in Excise Duty, Sales Tax/ Vat or any other statutory levies during contractual delivery period shall be to BHEL's account. BHEL shall issue ROAD PERMITS, wherever applicable, to the supplier. Any other govt. levies as per actuals shall be reimbursed by BHEL on submission of relevant documentary proof by supplier.

4B) Excise duty incurred by seller/contractor on items against the dispatch constituting a sale under the order alone shall be reimbursed at actuals against requisite documentary evidence. The invoice cum excise duty gate pass (excise invoice) should contain the name of ultimate consignee as specified in the order. Hence CENVAT benefit during evaluation of price shall be considered in the following cases where

4B1) Invoice issued by Manufacturer / first stage dealer and second stage dealer as per the provision of Rule 11 of Central Excise Rules, is also declared as duty paying document for the purpose of allowing CENVAT credit under rule 9 of CENVAT Credit Rules, 2004. It is noted that Invoice issued by registered dealer shall be prepared in triplicate and indicate at the top of the Invoice in bold capital letters as "First Stage Dealer" or "Second Stage Dealer".

4B2) In case goods are purchased through a dealer but these are dispatched by supplier manufacturer directly to the factory of buyer. In such case, CENVAT is available to buyer if invoice is in name of dealer but name of buyer is shown as consignee. This termed as Transit Invoice where Invoice is in name of dealer with name of buyer-manufacturer as consignee.

4B3) In case goods are dispatched from the godown of First stage dealer or second stage dealer. The credit of duty on inputs or capital goods purchased from first stage dealer or second stage dealer shall be allowed only if the said dealer has maintained records indicating the fact that the inputs or capital goods were supplied from the stock on which duty was paid by manufacturer of such goods and only an amount of such duty has been indicated in the invoice issued by him. (Ref.: Circular No. 689/5/2003-CX dated 14.01.2003).

4B4) In case supplier fails to submit the requisite and appropriate CENVATABLE invoice in favor of BHEL with CENVAT credit equal to the amount offered by them in their quote , the same shall not be payable.

Quoted rates shall remain firm except for variation in Duties / Taxes as mentioned at serial no. 4A) above.

INSPECTION AND TESTING:

5. The supplier shall offer the **MOBILE LIGHTING MAST** for inspection demo at works (Pre-dispatch Inspection) as per international norms. Inspection shall be carried out in presence of BHEL engineers or its nominated representative. Expenses towards Travelling / Boarding and Lodging of visiting inspection Engineer shall be to BHEL Account. However all testing arrangements shall be to supplier. Supplier has to intimate (at least 7 days in prior and in writing) for inspection of above material at their works. However if there is any delay in inspection by BHEL, the same will be on BHEL's account. BHEL reserves the right to opt for Inspection on receipt at destination.

6. **Delivery:** The delivery for all above items shall be **within THREE MONTHS** from date of P.O. to the date of dispatch. LR/ GR/ RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. **“However Bidders are requested to quote realistic delivery period. Delivery extension without levy of LD shall only be granted after proper delay analysis, if delay is not attributable to Supplier”**. Bidders to note the following:

- (i) Scanned copy of P.O. shall be emailed.
- (ii) General Arrangement (GA) Drawings if required and Quality Plan, to be submitted within one week from the date of P.O. Vendor may e-mail the same to save time.
- (iii) Comments/Approval will be sent through e-mail within 4-5 days from the date of receipt of GA Drawings/Quality Plan.
- (iv) Supplier shall inform the readiness of required items and offer for pre dispatch inspection within 6-8 weeks after acceptance of P.O. or approval of GA DRAWINGS/ Quality Plan.
- (v) Testing & on site Commissioning shall be completed within three weeks from the date of receipt of material at site.
- (vi) Supplier to depute their representative during unloading of material. However BHEL shall provide a suitable place for storage of material and one single electrical point free of cost at site and all other tools and tackles required for testing & on site commissioning which shall be arranged by supplier within the quoted rates.

Note: Bidders are requested to arrange the transporters and dispatch the goods on our behalf on freight (including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 2 weeks.

7. **VALIDITY OF OFFER:** Offers should be valid for a **period of 90 days from the** date of Techno-Commercial bid (Part-I) opening.

8. Manufacturing Test certificates, O& M instruction & Warrantee certificates for the above items shall be provided along with dispatch of material.

9. Service support of the equipment under purchase is of utmost concern. Tenderers shall elaborate on the service network and spare parts availability, which are to be ensured to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenderers shall indicate the maximum possible time in making such services available from places outside India.

10. The tenderers shall also provide free visits of their service engineer from manufacturer's works / service centers for attending the faults during the warranty period in case of any complaint by the end user.

11. The equipment being offered should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature up to 50 degrees Centigrade. The electrical and controls should be tropicalized to withstand such climatic conditions.

12. **Payment Terms:** Tenderer shall adhere to the following payment terms:-

- a) 90% of Ex-Works value of Mobile Lighting Mast with 100% taxes, duties, freight, packing & forwarding and freight & insurance within 30 days of receipt of the material at destination.
- b) 10% of Ex-Works value shall be released after successful commissioning of above item & submission of all final documents including warranty cards, Test certificates, as applicable, commissioning certificate issued by BHEL and PBG as per clause 14 of STC.

A bank guarantee equal to **10% of the Order value excluding taxes & duties** valid up to 12 months from the date of commissioning or 18 months from date of supply, whichever is earlier shall be submitted at the time of claiming 10% final payment as per SI no. (b) above.

The set of dispatch documents for 90% payment shall be as follows:-

- 1) Original tax Invoices
- 2) Original copy of Packing List
- 3) Warranty Certificate for the goods
- 4) Catalogue of model supplied with O&M Manual (2 sets with each Mobile Lighting Mast).
- 5) Certificate confirming, "Goods supplied are new".
- 6) Certificate of "Country of Origin" in case of foreign supplier.

NOTES:-

- (i) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.
- (ii) **No advance shall be paid.**

13. PAYING AUTHORITY:

Manager /FINANACE, BHEL - PSNR, NOIDA

14. Warranty:

The **MOBILE LIGHTING MAST** offered shall carry a warranty for a period of 12 months from the date of commissioning or 18 months from date of dispatch of material at site whichever is early.

Rectification / replacement required during the warranty period will be arranged by the supplier free of cost including to and fro transport charges and import duty/excise duty/other taxes/insurance etc. payable on replacement items.

Supplier to submit the Performance Bank Guarantee (PBG) equivalent to **10% of the Order value excluding taxes & duties** which shall be valid up to 12 months from the date of commissioning or 18 months from date of supply whichever is earlier.

15. No enhancement of Price, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.

16. The quantity of item to be purchased may vary according to actual requirement at the time of placement of order.

17. BHEL reserves the right to finalise the order through Reverse Auction. For details please refer to Annexure – 8.

18. If any bidder belongs to **MSME** including SC/ST owned industry please clearly mention in your bid and provide supporting documents.

19. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

SR. ENGINEER/PURCHASE

GENERAL TERMS & CONDITIONS

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification as per technical specifications of tender.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per clause 10 of "SPECIAL TERMS AND CONDITIONS".
All payments shall be done through Electronic Funds Transfer supplier shall submit bank details with bill invoices .In case of payment through, Bank all incidental charges will be to the Beneficiary's account.
5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Where Sales Tax is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
9. **Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% (half percent) of the value of goods in arrears per week subject to a maximum of 10% (ten percent) of order value for the respective project (on base price of material only), will be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.
10. **Risk Purchase:** - Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.
11. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment.

12. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks. In all other cases, supplier must furnish particulars of dispatch i.e. station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.

13. **Metric System:** - Suppliers are requested to give metric measurements while quoting.
14. **Arbitration** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 the place of Arbitration shall be New Delhi (India).
15. Any suits in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

Sr. ENGINEER/PURCHASE

UNPRICE FORMAT (TO BE SUBMITTED WITH TECHNICAL BID)

Sl.No.	DESCRIPTION	REMARKS
1.	SUPPLY, INSTALLATION & COMMISSIONING OF 10 NOS. OF MOBILE LIGHTING MAST AS PER SPECIFICATION ENCLOSED IN ANNEXURE-1 (TWO NOS. EACH FOR LALITPUR SITE, ANPARA SITE & BARA SITE AND FOUR NOS. FOR GADARWARA SITE)	QUOTED/ NOT QUOTED
2.	PACKING AND FORWARDING CHARGES	QUOTED/ NOT QUOTED
3.	EXCISE DUTY & CESS (IF APPLICABLE AS PER CL 4 OF STC)	QUOTED/ NOT QUOTED RATE OF DUTY.....
4.	ST/VAT WITHOUT "C" FORM	QUOTED/ NOT QUOTED RATE OF TAX.....
5.	TRANSPORTATION / FREIGHT CHARGES & INSURANCE CHARGES FROM MANUFACTURER WORK PLACE TO BHEL OFFICE, AS PER BELOW.	
5.1	BHEL Site Office, PPGCL (Bara Site) P.O. Lohgara, Police Station Shankargarh, Gram: Lohgara, Tehsil-Bara, Distt. Allahabad (U.P.) (QTY = 2 NOS.)	QUOTED/ NOT QUOTED
5.2	BHEL Site Office, Anpara-D TPS, Distt. Sonebhadra (U.P.) (QTY = 2 NOS.)	QUOTED/ NOT QUOTED
5.3	BHEL Site Office, Lalitpur Super Thermal Power Project, Village Mirchwara, P.O. Buragaon, Tehsil Mahroni, Distt. Lalitpur (U.P.) (QTY= 2 NOS.)	QUOTED/ NOT QUOTED
5.4	BHEL Site Office, 2 X 800 MW Super Critical -TPS, GADRWARA, District NARSINGHPUR (M.P.) (QTY = 4NOS.)	QUOTED/ NOT QUOTED
6	OCTROI & OTHER LEVIES, IF ANY	QUOTED/ NOT QUOTED
7.	TOTAL ORDER VALUE ON F.O.R SITES BASIS	QUOTED/ NOT QUOTED
8.	CENVAT CREDIT BENEFIT TO BHEL (AS PER CL 4 OF STC)	QUOTED/ NOT QUOTED
9.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 7 – SL. NO. 8)	QUOTED/ NOT QUOTED
10.	WARRANTY/GUARANTEE AS PER NIT	AGREED / NOT AGREED
11.	PAYMENT TERMS AS PER NIT	AGREED / NOT AGREED
12.	DELIVERY PERIOD AS PER NIT	AGREED / NOT AGREED
13.	VALIDITY OF PERIOD AS PER NIT	AGREED / NOT AGREED
14.	MFG. TEST CERTIFICATE / O&M INSTRUCTIONS AS PER NIT	AGREED / NOT AGREED
15.	ANY OTHER INFORMATION	

NOTES:

- Tenders will be evaluated based on the prices quoted up to F.O.R Sites basis.** Bidders are requested to quote for each and every item from 1 to 9 as indicated above. Please indicate NIL against items not applicable.
- Please do not quote separate charges for Commissioning of machines at BHEL/Sites.**
- Incomplete offer received may not be considered.
- The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
- Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
- Any other charges, if not specified above, may also be indicated.

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

RATE SCHEDULE (TO BE SUBMITTED WITH PRICE BID)

Sl. No.	DESCRIPTION	Unit Rate (Rs.)	Amount (Rs.)
1.	SUPPLY, INSTALLATION & COMMISSIONING OF 10 NOS. OF MOBILE LIGHTING MAST AS PER SPECIFICATION ENCLOSED IN ANNEXURE-1 (TWO NOS. EACH FOR LALITPUR SITE, ANPARA SITE & BARA SITE AND FOUR NOS. FOR GADARWARA SITE)		
2.	PACKING AND FORWARDING CHARGES		
3.	EXCISE DUTY & CESS (IF APPLICABLE AS PER CL 4 OF STC)		
4.	ST/VAT WITHOUT “C” FORM		
5.	TRANSPORTATION / FREIGHT CHARGES & INSURANCE CHARGES FROM MANUFACTURER WORK PLACE TO BHEL OFFICE, AS PER BELOW.	-----	-----
5.1	BHEL Site Office, PPGCL (Bara Site) P.O. Lohgara, Police Station Shankargarh, Gram: Lohgara, Tehsil-Bara, Distt. Allahabad (U.P.) (QTY = 2 NOS.)		
5.2	BHEL Site Office, Anpara-D TPS, Distt. Sonbhadra (U.P.) (QTY = 2 NOS.)		
5.3	BHEL Site Office, Lalitpur Super Thermal Power Project, Village Mirchwara, P.O. Buragaon, Tehsil Mahroni, Distt. Lalitpur (U.P.) (QTY= 2 NOS.)		
5.4	BHEL Site Office, 2 X 800 MW Super Critical -TPS, GADRWARA, District NARSINGHPUR (M.P.) (QTY = 4NOS.)		
6	OCTROI & OTHER LEVIES, IF ANY		
7.	TOTAL ORDER VALUE ON F.O.R SITES BASIS		
8.	CENVAT CREDIT BENEFIT TO BHEL (AS PER CL 4 OF STC)		
9.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 7 – SL. NO. 8)		

NOTES:

1. **Tenders will be evaluated based on the prices quoted up to F.O.R Sites basis.** Bidders are requested to quote for each and every item from 1 to 9 as indicated above. Please indicate NIL against items not applicable.
2. **Please do not quote separate charges for Commissioning of machines at BHEL/Sites.**
3. Incomplete offer received may not be considered.
4. The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
5. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
6. Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
7. Any other charges, if not specified above, may also be indicated.

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

CERTIFICATE OF NO DEVIATION

TENDER No. : BHEL/PSNR/SCP/CS/E- 2489

I/ WE, M/s _____

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

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

REVERSE AUCTION (RA) FORMAT

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

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

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

- (a) Name of Designation of official:

- (b) Postal Address (Complete):

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

- (d) FAX No.:

- (e) E-mail address:

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

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

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

1. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
2. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
3. Business rules like event date, time, and Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/scrap the reverse auction process/proceed with conventional mode of tendering.
11. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

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

Sr. ENGINEER/PURCHASE

ANNEXURE-"9"**Formats for execution of Performance Bank Guarantees:**

Note:- The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks, (1.State Bank of India, 2.State Bank of Hyderabad, 3.State Bank of Travancore, 4.State Bank of Mysore, 5.Canara Bank, 6.Bank of Baroda, 7.Punjab National Bank, 8.Deutsche Bank, 9.HDFC Bank, 10.Standard Chartered Bank, 11.Citi Bank, 12.Standard Chartered Grindlays Bank & 13.Bank of America)OR mutually agreed at the time of establishing the PBG

PERFORMANCE BANK GUARANTEE

1. In accordance of M/s Bharat Heavy Electricals Limited (A Government of India undertaking, a Company incorporated under the Companies Act 1956 having its Registered Office at 'BHEL House", SIRI Fort, New Delhi 110 049) through its Division namely Power Sector Northern Region (PSNR) located at Noida, Uttar Pradesh-201301 (hereinafter called "the Company") having entered into a contract with hereinafter called "the said contractor" which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Contract No: dtd..... between BHEL-PSNR, Noida and as per the contract, the contractor/supplier is to furnish a Performance Bank Guarantee for Rs..... for the due performance of the equipment to be supplied under the above referred contract and for the fulfillment of all the terms and conditions of the contract.
2. We (indicate the name of the Bank) (herein after referred to as the Bank) at the request of (contractor(s)) do hereby undertake to pay the Company an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.
3. We..... (indicate the name of the Bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
4. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

5. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Office/Department/Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
6. (i) Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s BHEL will be dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
7. We(indicate the name of the Bank), further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time of from time to time any of the powers exercisable by the Company against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
9. It shall not be necessary for the Company to proceed against the contractor before proceeding against the guarantor-Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.
10. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Delhi.
11. The guarantor hereby declare that it has power to execute this guarantee and the executants has full powers to do so on its behalf under the proper authority granted to him /them by the guarantor.
12. We.....(indicate the name of Bank) lastly undertake not to_revoke this guarantee during its currency except with the previous consent of the Company in writing. In witness where of we (indicate the name of Bank) have_here unto set out Bank Seal
the Day month 20