

ACTIVITY SCHEDULE**(To be filled – up by the supplier)**

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

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

- Note :
- 1) For item at Sl. No. 4) Vendor to reply to all queries within 3 days.
 - 2) For Sl. No. 5) Inspection call for entire lot to be issued 2 weeks in advance. Date given in call for inspection should be within the period indicated in "A" for completion of activity at Sl. No. 6.
 - 3) Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
 - 2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
 - 3) Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of

Supplier

Date:

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

Clause 1:

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

Clause 2: PRICES

A.1.: **Applicable**

A.2.: Not applicable

B.1.: Not Applicable

B.2. Mega Power

NO BENEFIT AVAILABLE.

B.3. Not applicable

C. Price Break up should consist of the following:

- a- FOB port of Loading.
- b- Marine Freight and Insurance from load port to discharge port i.e. Any Indian sea port- preferably Kolkata.

Marine Freight and Insurance to be quoted separately

BHEL may arrange Marine shipment or exercise option for shipment by vendor at quoted F&I rates. BHEL reserves the right to place order either on FOB (load port) basis or CIF (Any Indian sea port- preferably Kolkata) basis.

Freight and Insurance from discharge port to site- BHEL's scope. Rates will be based on BHEL's applicable rate contract for arriving at landed cost to BHEL. However, vendor may also quote for the same (i.e. from discharge port to respective sites)

Clause 3: TERMS OF PAYMENT

Terms for BOP is not applicable

Terms for BOI is applicable (*Dispatch clearance by BHEL means BHEL MICC*)

Clause 6: PERFORMANCE BANK GUARANTEE

Option A – Not Applicable

Option B

BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery against PO. The claim period of 3 months shall also be required from the date of expiry of PBG, ie. over and above the guarantee period of 18 months. Total validity of PBG shall be for 21 months from the date of last delivery, i.e. inclusive of claim period. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.

Option C

Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of last delivery.

Clause 16: ARBITRATION

The Arbitration shall be under "The Arbitration and Conciliation Act 1996".

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

Note:

1. Proposed delivery plan is **IMMEDIATE**. However, vendor has to quote their best possible delivery plan in activity schedule.
2. Supplier has to specifically indicate/ tick mark their preference for PBG out of the three options mentioned in clause no. 6 of the General Terms & Conditions (BHEL/TBG/GTC/02-07) i.e. Performance Bank Guarantee.
3. VAT charged, if any shall be included for arriving at total cost to BHEL.
4. In case VAT is applicable, then Vendor has to give VAT invoice (irrespective of VAT benefit available or not)
5. **Pre Qualification Criteria:**

Sl. No.	P. Q. Criteria	Requirements	Documents Required
01	Technical Capabilities with respect to personnel, equipment and manufacturing & testing facilities in supplier's works.	The vendors are required to establish about their technical capability in manufacturing of such equipment. All equipments shall be of type tested design.	The Bidder shall furnish the Test Reports from accredited laboratory (accredited by the national accreditation body of country where laboratory is located). <i>In case type test reports are more than 10 years old or the reports of type tests are found to be technically unacceptable, the type test shall be conducted by the vendor without cost and delivery implication to BHEL.</i>
02	Experience	The order shall be placed on original equipment manufacturer who has manufactured and supplied minimum fifteen (15) nos. of offered 1 phase equipment for Air Insulated Substation/switchyard of same voltage class or higher which must have been in successful operation for minimum period of two years as on date of bid opening.	Old purchase order and performance certificate to satisfy the above qualification criteria shall be submitted along with the bid.
03	Vendor Approval with NTPC/NPGC	Bidder should be approved by NTPC/NPGC. In case Bidder is not already approved, Bidder is required to obtain NTPC/NPGC approval before price bid is opened. The vendor will be required to take NTPC/NPGC approval (independent from BHEL) based on the above assessment report within 6 weeks, to be considered for further tendering process. Any cost incurred on account of a physical assessment conducted by NTPC/NPGC, if required, will be borne by the vendor only. If the Vendor is unable to get the approval from NTPC/NPGC within 6 weeks of date of receipt of NIT at their end, they will be disqualified from the bidding process without further notice.	As per the requirements of the project, it is mandatory for the vendor to submit requisite details as well as a self assessment report covering all the points given below (to the extent available) to NTPC/NPGC :

6. For said/subject procurement, BHEL reserves the right to opt for reverse auction instead of opening the submitted sealed bid, which will be decided after technical evaluation.

OFFER EVALUATION

- a) In case of offers from Indian vendors only - Evaluation shall be done on landed cost to BHEL.
 - b) In case of offers from foreign vendors only - Evaluation shall be done on CIF (discharge port) basis and PO shall be placed on FOB basis.
 - c) In case of offers from Indian and foreign vendors both - Evaluation shall be done on landed cost to BHEL.
- 1- Freight & Insurance from discharge port to site – BHEL’s scope. Rates will be based on BHEL’s applicable rate contract for arriving at landed cost to BHEL. However vendor may also quote for the same.
 - 2- For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part-I in case of two part bid) shall be considered.
 - 3- Following details regarding shipment shall also be mentioned to arrange logistics for the same-
 - a) No. of package.
 - b) Size and Weight (Net & Gross) of each package.
 - c) No. of containers required with type of container & size of container.
 - d) Type of cargo (Break Bulk/LCL/FCL).
 - e) Custom Tariff No.

Comparative statement shall be prepared and evaluation shall be done accordingly on following basis:

Group I: 390 KV SA

Group II: 120 KV & 30 KV SA

Evaluation shall be done on the basis of delivered cost to BHEL (group wise) and PO shall be placed on group wise L1 vendor.

Note: Group wise evaluation shall be done because some vendor may be qualified for up to 120 KV rating only. However, In case no specific offer for only up to 120 KV rating (in particular) is received or none of the vendors amongst those who have quoted for up to 120 KV rating only gets qualified ,evaluation shall be done for complete lot i.e.390 KV, 120 KV & 30 KV SA and order shall be placed on single L1 vendor accordingly (for complete lot).

LOADING CRITERIA:

Permissible Commercial Deviation: As per BHEL Document Ref. No.BHEL/TBMM/Loading/01 for Loading Criteria.

Permissible Technical Deviations: No permissible Technical Deviation envisaged.

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

Clause 1:

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

Clause 2: PRICES

A.1.: Applicable

A.2.: Not applicable

B.1.: Not Applicable

B.2. Mega Power

i) Prices are to be quoted considering following benefits:

1. ED – Exempted
2. No benefit available on CIF content

ii) For availing above benefits, BHEL shall provide following documents:

1. EDEC/ PAC for ED exemption.

Vendor shall be solely responsible for obtaining deemed export benefits from the concerned authorities and in case of failure to receive such benefits, BHEL will not compensate them in any manner, whatsoever.

B.3. Not applicable

Clause 3: TERMS OF PAYMENT

Terms for BOP is not applicable

Terms for BOI is applicable (*Dispatch clearance by BHEL means BHEL MICC*)

Clause 6: PERFORMANCE BANK GUARANTEE

Option A - Same as per GTC

Note :- IF TOTAL Ex-works EXCEEDS Rs. 2,00,00,000/- ,THEN OPTION – A SHALL NOT BE APPLICABLE

Option B

BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery against PO. The claim period of 3 months shall also be required from the date of expiry of PBG, ie. over and above the guarantee period of 18 months. Total validity of PBG shall be for 21 months from the date of last delivery, i.e. inclusive of claim period. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.

Option C

Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of last delivery.

Clause 16: ARBITRATION

The Arbitration shall be under “The Arbitration and Conciliation Act 1996”.

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

Note:

1. Proposed delivery plan is **IMMEDIATE**. However, vendor has to quote their best possible delivery plan in activity schedule.
2. Supplier has to specifically indicate/ tick mark their preference for PBG out of the three options mentioned in clause no. 6 of the General Terms & Conditions (BHEL/TBG/GTC/02-07) i.e. Performance Bank Guarantee.
3. VAT charged, if any shall be included for arriving at total cost to BHEL.
4. In case VAT is applicable, then Vendor has to give VAT invoice (irrespective of VAT benefit available or not)

5. Pre Qualification Criteria:

Sl. No.	P. Q. Criteria	Requirements	Documents Required
01	Technical Capabilities with respect to personnel, equipment and manufacturing & testing facilities in supplier's works.	The vendors are required to establish about their technical capability in manufacturing of such equipment. All equipments shall be of type tested design.	The Bidder shall furnish the Test Reports from accredited laboratory (accredited by the national accreditation body of country where laboratory is located). <i>In case type test reports are more than 10 years old or the reports of type tests are found to be technically unacceptable, the type test shall be conducted by the vendor without cost and delivery implication to BHEL.</i>
02	Experience	The order shall be placed on original equipment manufacturer who has manufactured and supplied minimum fifteen (15) nos. of offered 1 phase equipment for Air Insulated Substation/switchyard of same voltage class or higher which must have been in successful operation for minimum period of two years as on date of bid opening.	Old purchase order and performance certificate to satisfy the above qualification criteria shall be submitted along with the bid.
03	Vendor Approval with NTPC/NPGC	Bidder should be approved by NTPC/NPGC. In case Bidder is not already approved, Bidder is required to obtain NTPC/NPGC approval before price bid is opened. The vendor will be required to take NTPC/NPGC approval (independent from BHEL) based on the above assessment report within 6 weeks, to be considered for further tendering process. Any cost incurred on account of a physical assessment conducted by NTPC/NPGC, if required, will be borne by the vendor only. If the Vendor is unable to get the approval from NTPC/NPGC within 6 weeks of date of receipt of NIT at their end, they will be disqualified from the bidding process without further notice.	As per the requirements of the project, it is mandatory for the vendor to submit requisite details as well as a self assessment report covering all the points given below (to the extent available) to NTPC/NPGC :

6. For said/subject procurement, BHEL reserves the right to opt for reverse auction instead of opening the submitted sealed bid, which will be decided after technical evaluation.

OFFER EVALUATION

- a) In case of offers from Indian vendors only - Evaluation shall be done on landed cost to BHEL.
- b) In case of offers from foreign vendors only - Evaluation shall be done on CIF (discharge port) basis and PO shall be placed on FOB basis.
- c) In case of offers from Indian and foreign vendors both - Evaluation shall be done on landed cost to BHEL.

Comparative statement shall be prepared and evaluation shall be done accordingly on following basis:

Group I: 390 KV SA

Group II: 120 KV & 30 KV SA

Evaluation shall be done on the basis of delivered cost to BHEL (group wise) and PO shall be placed on group wise L1 vendor.

Note: Group wise evaluation shall be done because some vendor may be qualified for up to 120 KV rating only. However, In case no specific offer for only up to 120 KV rating (in particular) is received or none of the vendors amongst those who have quoted for up to 120 KV rating only gets qualified, evaluation shall be done for complete lot i.e. 390 KV, 120 KV & 30 KV SA and order shall be placed on single L1 vendor accordingly (for complete lot).

LOADING CRITERIA:

Permissible Commercial Deviation: As per BHEL Document Ref. No.BHEL/TBMM/Loading/01 for Loading Criteria.

Permissible Technical Deviations: No permissible Technical Deviation envisaged.

INTENDED BENEFITS FOR MSE SUPPLIERS:

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 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.

SCHEDULE OF PRICE (for Foreign Vendors only) (Part II)

Unpriced price bid to be kept with Techno-commercial offer. Price bid should be kept in separate sealed cover.

Enq. No. 163E209 dtd. 09.10.13

A	B	C	D	E	F	G	H	I	J	K	L	M
	Name of item	Unit	Qty	Tariff No.	Unit-CIF {Any Indian port-preferably Kolkata}	Total -CIF {Any Indian port-preferably Kolkata}.	Break up of CIF(Any Indian sea port- preferably Kolkata) rates					
							Unit -FOB (Load port).	Total -FOB (Load port).	Unit-Sea Freight (upto Any Indian port- preferably Kolkata	Total-Sea Freight (upto Any Indian port- preferably Kolkata)	Unit-Insurance(upto Any Indian port-preferably Kolkata)	Total-Insurance(upto Any Indian port-preferably Kolkata)
1	SURGE ARRESTOR 390 KV, 10 KA, CLASS-3, 8 KJ/KV COMPLETE WITH SURGE MONITOR, INSULATING BASE, TERMINAL CONNECTORS AND ACCESSORIES (47 nos. for Nabhinagar STPP & 6 nos. for Nabhinagar TPP (BRBCL))	No.	53									
2	SURGE ARRESTOR 30 KV, 10 KA, CLASS-3, 5 KJ/KV COMPLETE WITH SURGE MONITOR, INSULATING BASE, TERMINAL CONNECTORS AND ACCESSORIES (for Nabhinagar STPP)	No.	13									
3	SURGE ARRESTOR 120 KV, 10 KA, 5 KJ/KV CLASS III COMPLETE WITH SURGE MONITOR, INSULATING BASE, TERMINAL CONNECTORS AND ACCESSORIES (for Nabhinagar STPP)	No.	32									
4												
5												
6												
	Total											
	NOTE-											
a	Discharge Port:- Any Indian sea port- preferably Kolkata Sea Port											
b	CIF (Any Indian sea port- preferably Kolkata) should be equal to "FOB(load port) + Sea Freight (upto Any Indian sea port- preferably Kolkata) +Insurance(upto Any Indian sea port- preferably Kolkata)"											
c	Load port to be mentioned by bidder .											
d	No. of packages with Dimensions and type of cargo(/Break Bulk/LCL/FCL) and no. of container (with type of container) required-Is also to be mentioned by bidder.											
e	Vendor has to mention tarrif no against each item for custom duty purpose.											
f	Bidder has to mention quoted (in each cell) in unpriced price bid											

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

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

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

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

The above checklist is verified for:-

Offer Ref. :

Equipment :

Submitted by : M/s

Project Reference. :

Signed with Seal

Date

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

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

Sr. No	Terms & Conditions
1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 10.00 AM of the due date of opening in Material Management Division, Transmission Business Group, BHEL, Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi – 110 003.</p> <p>3. The same shall be opened at 10.30 AM on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>4. Bids are to be submitted in Two parts: i) Techno-commercial bid (Part I) – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid. ii) Price bid (Part II) – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p>5. For any Technical clarification, please contact Ms Muneet Mehta (Manager) BHEL, Integrated Office Complex, Lodhi Road, New Delhi – 110 003 Phone : 011-41793318 Fax : 011-41793221 e-mail : muneet@bhelindustry.com</p> <p>For any commercial clarification please contact person issuing enquiry.</p>

Sr. No	Terms & Conditions
	<p>6. Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p>
2.	<p>PRICES:</p> <p><RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY></p> <p>A.1. Unless specifically indicated, all prices shall be FIRM. No enhancement of rate for whatever cause unless and until asked by BHEL will be allowed.</p> <p>A.2. PVC (if indicated) The prices to be quoted are with PVC with following formula.</p> <p><i><Formula></i></p> <p>The base indices in the formula shall be of first notification of ----- of the ----- month. The date of delivery shall be PO delivery date or date of actual despatch, whichever is earlier.</p> <p>B The prices shall be quoted by the vendors considering following.</p> <p>B.1. Unless specifically indicated, the prices shall be on Domestic basis.</p> <p>B.2. Deemed export (if indicated)</p> <p>i) Prices are to be quoted considering following benefits:</p> <ol style="list-style-type: none"> 1. ----- 2. ----- 3. ----- <p>ii) For availing above benefits, BHEL shall provide following documents.</p> <ol style="list-style-type: none"> 1. ----- 2. ----- <p>iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.</p> <p>B.3. Physical export (if indicated)</p> <p>i) Prices are to be quoted considering following benefits</p> <ol style="list-style-type: none"> 1. ----- 2. -----

Sr. No	Terms & Conditions
	<p>ii) For availing above benefits BHEL shall provide following documents 1. 2.</p> <p>C. The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p> <p>a) Ex-works Price: Ex- works price including packing & forwarding charges.</p> <p>b) Excise duty: ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p>c) Sales Tax: ST / VAT /CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</p> <p>e) Entry tax / Octroi Charges: Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p>f) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p>g) Type Test charges: If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p>h) Erection / Commissioning supervision charges: If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note : The purchase order shall be placed on Ex-works basis.</p>
3.	<p>TERMS OF PAYMENT :</p> <p><RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY></p> <p><u>For BOIs (non package items)</u></p> <p>100% payment along with taxes, duties, Freight & Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> - Receipted LR/ Material Receipt Certificate or proof of delivery of material at site - Excise invoice (where ED re-imburement is required) - Delivery Challan / Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - Despatch Clearance given by BHEL, - Guarantee certificate, - All Test reports and inspection reports, - Performance Bank Guarantee copy. <p><u>For BOPs : Air-Conditioning & Ventilation, Fire Protection, Illumination, Oil handling system where ETC is in scope of bidder</u></p> <p>a. 90% of Ex-works value alongwith 100% taxes, duties, Freight & Insurance within 60 days from the date of receipt of invoice. The invoice must contain following</p>

Sr. No	Terms & Conditions
	<p>documents in 3 sets (Original + 2 copies)</p> <ul style="list-style-type: none"> - Receipted LR / RR - Excise invoice (where ED re-imburement is required) - Delivery Challan / Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - Despatch Clearance given by BHEL, - Guarantee certificate, - All Test reports and inspection reports, - Performance Bank Guarantee copy. <p>b. 5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>c. 5% of Ex-works value on successful completion of Erection, Testing, Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)</p> <p>Note: When ETC is not in scope last 5% as per (c) above shall be paid alongwith (b).</p> <p><u>Terms of payment for Type test charges:</u> 100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u> 100% payment against completion with taxes and duties on certification by BHEL site within 60 days from the date of receipt of clear invoice.</p>
4.	<p>INTEREST LIABILITY In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p>GUARANTEE : The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site.</p> <p><FOLLOWING TO BE DELETED IN ALL ENQUIRY OTHER THAN ILLUMINATION PACKAGE></p> <p>However for Illumination system after commissioning Lamps, Tubes, Ballast, Starters, Capacitors, Fuses will not be covered in Guarantee.</p>
6.	<p>PERFORMANCE BANK GUARANTEE :</p> <p><PBG CLAUSE TO BE REMOVED BEFORE ISSUE OF ENQUIRY FOR ITEMS FOR WHICH PBG IS NOT REQUIRED></p> <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><u>Option A</u> A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p><u>Option B</u></p>

Sr. No	Terms & Conditions
	<p>BG for 10% of the total Ex-works PO value, valid for 24 months from the date of first delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.</p> <p><u>Option C</u> Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 24 months from the date of first delivery.</p> <p><u>Note</u> : For Shield wire, Earthing material, Cable gland, Cable Trench material, GI/PVC pipe, Hardwares, Al tube, MS Rod, Lable & phase colour disc, HG Fuse, Ferrule, Lug, Marker, Stationary, Office eqpt. and any petty / sundry purchase no Performance bank guarantee is required.</p> <p>The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM(Finance), TBG, BHEL.</p>
7.	<p>FINAL ENGINEERING DOCUMENTATION: Final documentation as called in the specification is to be submitted within 3 months from the date of despatch of material. In case of default, the Performance BG is liable to be en-cashed.</p>
8.	<p>INSPECTION : BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL.</p> <p>Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p>
9.	<p>DESPATCH DOCUMENTS : Following despatch documents are to be immediately sent to purchaser on despatch.</p> <ul style="list-style-type: none"> - Copy of LR - Copy of delivery challan / packing list - Insurance certificate - Guarantee certificate
10.	<p>DELIVERY PERIOD: Bidder to specify delivery period in weeks from the date of LOI / PO.</p> <p>Time for conduction of type test, if required, is to be separately indicated.</p> <p><u>Note:</u> LR date or Invoice date whichever is later shall be considered as delivery date.</p>
11.	<p>DELAYED DELIVERY: In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value per week or part there-of subject to maximum of 5% of total Ex-Works value of P.O. will be withheld.</p>
12.	<p>VALIDITY : The offer shall be valid for 120 days from the due date of opening.</p>
13.	<p>ACCEPTANCE / REJECTION OF TENDER : BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof.</p>

Sr. No	Terms & Conditions
	BHEL also reserves right to vary the quantities mentioned in the tender.
14.	EVALUATION : Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.
15.	DEVIATION : The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.
16.	ARBITRATION : All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.
17.	LEGAL SETTLEMENT : All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi
18.	SUBCONTRACTING : 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.
19.	RISK PURCHASE : 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.
20.	ADJUSTMENT OF RECOVERY: Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
21.	FORCE MAJEURE CONDITION: 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.

Signature of Bidder
Seal

SCHEDULE OF TECHNICAL DEVIATION

TENDER ENQUIRY NO. 163E209

DTD. 09.10.13

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

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

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

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

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

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned else where will not be considered.

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

Place:
Date :

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

SCHEDULE OF COMMERCIAL DEVIATION

TENDER ENQUIRY NO. 163E209 dtd. 09.10.13

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

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

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

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

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

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned else where will not be considered.

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

Reproduction of the same in any sort is not acceptable.

Place:

Date :

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

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BHEL/TBMM>Loading/01

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)
PROPOSAL FOR LOADING IN SUPPLY TENDERS**

< In line with CVC guidelines vide CVO letter ref. AA:VAS:1482 dt. 24.02.04 for two part bids, loading is to be communicated to respective bidder before Price Bid opening giving sufficient time to them to withdraw the deviations, if required >

<In exceptional cases, if any deviation is to be accepted in other clauses, which shall normally be no deviation clauses, approval of Head (MM) is to be obtained, clearly justifying the reasons of such acceptance>

Sr. No.	Loading proposed
1	TERMS OF PAYMENT :
	If a bidder asks for payment within specified no. of days from receipt of material at site, loading as following to be done : (Standard payment terms as per P-5 to be put in GTC) 0-29 days – 2% on total ex-works value 30-59 days – 1% on total ex-works value 60 days or more – no loading
2	GUARANTEE :
	If the offered Guarantee period is less than the tender guarantee period, the ex-works prices shall be loaded for the difference in the period (higher of the difference with respect to guarantee required from date of delivery and date of commissioning) @ 2.5% per year for number of months (fractional months to be rounded off to next higher). [2.5% is taken same as BHEL's corporate norms for complaint-reserve (contractual obligation)]
3	DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:
	Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause.

Following condition shall be put in tender, which supplier is to give unconditional acceptance:
We understand that the bids having deviation(s) w.r.t tender are liable to be out rightly rejected. BHEL, however at their discretion, have undisputable right to load the prices and consider such bids as they deem fit.

(J. Shridhar)

(U-I. ROTHY)

(Rajesh Srinivasa)

(Shaynasa)

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant