

## Enquiry



**Bharat Heavy Electricals Limited**  
Transmission Business Group  
Materials Management

### Project : RRVUNL SURATGARH

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
123E306	23-Dec-13	0		342230189	Package		21-Jan-14		As per Technical Specification No. TB-360-316-004 Rev 00.	

#### Document Enclosed

- Technical Specifications
- Terms & Conditions for Indigenous Enquiry
- Activity Schedule
- Schedule of Information (checklist) to be furnished
- Schedule of Commercial Deviation
- Schedule of Technical Deviation

SN	Equipment	Phy Unit	Qty	Unit Exworks	% ED	% CST	% VAT	Unit F&I	Plan Dt	Comments
1	POST INSULATORS FOR SURATGARH PROJECT	LOT	1						10-Mar-14	REFER ATTACHEHD DOC. NO. TB-360-316-004 , REV-0 FOR DETAILED BOQ AND TECHNICAL REQUIREMENTS
2	420kV Bus Post Insulator with Corona Rings ( main quantity)	Nos.	264							
3	420kV Post Insulator Without Corona Rings ( main quantity)	Nos.	288							
4	12kV Post Insulator Without Corona Rings ( main quantity)	Nos.	24							
5	420kV Bus Post Insulator with Corona Rings ( Spare quantity)	Nos.	27							
6	420kV Post Insulator Without Corona Rings ( Spare quantity)	Nos.	3							
7	12kV Post Insulator Without Corona Rings ( Spare quantity)	Nos.	3							

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

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

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

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

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

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

**WHOEVER DESIRES TO SEND OFFERS ON THEIR OWN RISK (COMPLETE IN ALL RESPECTS) VIA E-MAIL or FAX HAVE TO SEND THE OFFERS TO THE COMMON E-MAIL ADDRESS [tenderbox@bhel.in](mailto:tenderbox@bhel.in) or 0120-6748581 FAX .**

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

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

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

#### **For saving Excel file with password**

Steps to be followed:

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

5. After reentering the password click on the save box.

**For saving Word file with password**

Steps to be followed:

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

The vendors who has sent offers with password,the passwords are to be forwarded to another email id:supplierinfo@bhelindustry.com

**MSME STATUS**

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

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

**We acknowledge the receipt of tender.**

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

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

Ph: 0120-6748477  
Fax: 0120-6748581

**Enquiry No : 123E306      Enquiry Dt : 23-Dec-13**

*Juneef* 23.12.13  
for BHARAT HEAVY ELECTRICALS LTD

**पुनीत राणा / PUNEET RANA**  
वरि अभियन्ता (टी.बी.एम.एम.) / Sr. Engineer (T.B.M.M.)  
पारंपरिक व्यापार समूह / Transmission Business Group  
**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Limited**  
5th Floor, Tower-A, Advant Navis IT Business Park,  
Plot No. 7, Sector-142, Expressway Noida-201305 (U.F.)

**Signature and Seal of Tenderer**

**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	<b>'BY BHEL'</b>			
5.	Manufacturing Time				
6.	Inspection	<b>'BY BHEL'</b>			
7.	Issue of MICC and other documents like Road Permits etc.	<b>'BY BHEL'</b>			
8.	Dispatch				
9.	Transit time upto Site.				

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

Signature &amp; 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. DEEMED EXPORT (APPLICABLE)**

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 Mumbai.

**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 Mumbai) 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.**

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**Note:**

1. Proposed delivery plan is **10 March 2014**. 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 (for non customer (RRVUNL) approved vendors):**

Documentation to show that the 400kV equipments has been supplied.

Documentation in the form of certificate that the 400 KV equipments has been operating satisfactorily for two years as on the scheduled date of bid opening.

The list proposed by the bidder shall be subject to the approval of purchaser/consultant.

**Note 1-** Bidder shall get the approval for sub vendors proposed by him from owner/consultant during detailed engineering stage.

6. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid in the Reverse Auction. Non-submission of „online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

**Pls refer Annexure-1 for Terms & Conditions of Reverse Auction.**

7. Offer acceptable subject to approval by customer.

**Pls refer Annexure-1 for Terms & Conditions of Reverse Auction.**

**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 for complete lot. Vendor to quote for both items (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

BHEL, Tower A, 5<sup>th</sup> Floor,  
Advant Navis IT Business Park,  
Plot No. 7, Sector-142, Expressway, Noida  
Distt. Gautam Buddha Nagar, U.P-201305

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. DEEMED EXPORT (APPLICABLE)**

i) Prices are to be quoted considering following benefits:

1. ED – Exempted
2. Custom Duty Exemption for Import Content

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

1. PAC for ED exemption
2. Mega Power Certificate for Custom Duty Exemption (CIF content). Vendor has to arrange documents from the concerned authority for custom duty exemption/ benefit for import, if any. Failure to obtain concessional import will be to vendor's/bidder's account.

iii) In case of import content:

1. Bidder has to confirm in unpriced bid (yes/no) that there is import content and if yes bidder has to mention the tariff (for custom duty purpose) of item(s) being imported in UNPRICED BID.
2. Bidder to indicate import content (CIF value) in price bid, if any.

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.**

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**Note:**

1. Proposed delivery plan is **10 March 2014**. 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.
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In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid in the Reverse Auction. Non-submission of „online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

**Pls refer Annexure-1 for Terms & Conditions of Reverse Auction.**

7. Offer acceptable subject to approval by customer.

**Pls refer Annexure-1 for Terms & Conditions of Reverse Auction.**

**OFFER EVALUATION**

- a) In case of offers from Indian vendors only - Evaluation shall be done on landed cost to BHEL.
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Comparative statement shall be prepared and evaluation shall be done for complete lot. Vendor to quote for both items (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.

**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 for .....Micro / Small (Strike off which is not applicable)  
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

**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. 123E306 dtd. 23.12.13

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 Mumbai}	Total -CIF {Any Indian port- preferably Mumbai}.	Break up of CIF( Any Indian sea port- preferably Mumbai ) rates					
							Unit -FOB (Load port).	Total -FOB (Load port).	Unit-Sea Freight (upto Any Indian port- preferably Mumbai	Total-Sea Freight (upto Any Indian port- preferably Mumbai)	Unit-Insurance(upto Any Indian port- preferably Mumbai)	Total-Insurance(upto Any Indian port- preferably Mumbai)
1	420 KV Bus Post insulator with Corona Ring (Main quantity)	Nos.	264									
2	420 KV Post insulator without Corona Ring (Main quantity)	Nos.	288									
3	12 KV Post insulator without Corona Ring (Main quantity)	Nos.	24									
4	420 KV Bus Post insulator with Corona Ring (Spare quantity)	Nos.	27									
5	420 KV Bus Post insulator without Corona Ring (Spare quantity)	Nos.	3									
6	12 KV Post insulator without Corona Ring (Spare quantity)	Nos.	3									
<b>NOTE-</b>												
a	Discharge Port:- Any Indian sea port- preferably Mumbai Sea Port											
b	CIF (Any Indian sea port- preferably Mumbai) should be equal to "FOB(load port) + Sea Freight (upto Any Indian sea port- preferably Mumbai ) +Insurance(upto Any Indian sea port- preferably Mumbai )"											
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 .....

324

1

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	<b>TERMS OF PAYMENT :</b>
	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	<b>GUARANTEE :</b>
	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	<b>DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</b>
	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)*

*(Shayana)*

**Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**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 <b>Material Management Division, Transmission Business Group, BHEL, Tower A, 5th Floor, Advant Navis IT Business Park, Plot No. 7, Sector-142, Expressway, Noida Distt. Gautam Buddha Nagar, U.P-201305</b></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 Mr Saroj Kumar (Manager-TBEM) BHEL, Tower A, 5th Floor, Advant Navis IT Business Park, Plot No. 7, Sector-142, Expressway, Noida Distt. Gautam Buddha Nagar, U.P-201305 Phone : 0120-6748527 e-mail : <a href="mailto:sarojkumar@bhel.in">sarojkumar@bhel.in</a></p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms &amp; condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p>

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	<p><b>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</b></p> <p><b>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material</b>  There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p>
2.	<p><b>PRICES:</b></p> <p><b>&lt;RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY&gt;</b></p> <p><b>A.1.</b> Unless specifically indicated, all prices shall be <b>FIRM</b>. No enhancement of rate for whatever cause unless and until asked by BHEL will be allowed.</p> <p><b>A.2. PVC (if indicated)</b>  The prices to be quoted are with <b>PVC</b> with following formula.</p> <p><i>&lt;Formula&gt;</i></p> <p>The base indices in the formula shall be of first notification of ----- of the ----- month.  The date of delivery shall be PO delivery date or date of actual despatch, whichever is earlier.</p> <p><b>B</b> The prices shall be quoted by the vendors considering following.</p> <p><b>B.1.</b> Unless specifically indicated, the prices shall be on <b>Domestic basis</b>.</p> <p><b>B.2. Deemed export (if indicated)</b>  i) Prices are to be quoted considering following benefits:  1. -----  2. -----  3. -----</p> <p>ii) For availing above benefits, BHEL shall provide following documents.  1. -----  2. -----</p> <p>iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.</p> <hr/> <p><b>B.3. Physical export (if indicated)</b>  i) Prices are to be quoted considering following benefits  1. -----  2. -----</p> <p>ii) For availing above benefits BHEL shall provide following documents  1.  2.</p> <hr/> <p><b>C.</b> The prices are to be quoted on FOR (Destination) basis. The break-up of price</p>

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

Sr. No	Terms & Conditions
	<p>- Despatch Clearance given by BHEL,  - Guarantee certificate,  - All Test reports and inspection reports,  - Performance Bank Guarantee copy.</p> <p>b. 5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>c. 5% of Ex-works value on successful completion of Erection, Testing, Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)</p> <p>Note: When ETC is not in scope last 5% as per (c) above shall be paid alongwith (b).</p> <p><u>Terms of payment for Type test charges:</u>  100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u>  100% payment 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><b>INTEREST LIABILITY</b>  In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p><b>GUARANTEE :</b>  The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site.</p> <p><b>&lt;FOLLOWING TO BE DELETED IN ALL ENQUIRY OTHER THAN ILLUMINATION PACKAGE&gt;</b></p> <p>However for Illumination system after commissioning Lamps, Tubes, Ballast, Starters, Capacitors, Fuses will not be covered in Guarantee.</p>
6.	<p><b>PERFORMANCE BANK GUARANTEE :</b></p> <p><b>&lt;PBG CLAUSE TO BE REMOVED BEFORE ISSUE OF ENQUIRY FOR ITEMS FOR WHICH PBG IS NOT REQUIRED&gt;</b></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>  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>

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

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

Signature of Bidder  
Seal

**SCHEDULE OF TECHNICAL DEVIATION**

TENDER ENQUIRY NO. 123E306

DTD. 23.12.13

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. 123E306 dtd. 23.12.13

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.

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**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:.....