



# Enquiry

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

**Project : PGCIL AGRA New(FATEHABAD)**

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
315E074	18-Jun-15	0		342250077	Package		14-Jul-15	BHEL NIT terms and condition is applicable.	BHEL technical specification is applicable.	Rajeev Kumar Roy, Sr Engineer-TBMM

## 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	Unit F&I	Plan Dt	Comments
1	FIRE FIGHTING EQUIPMENT FIRE FIGHTING SYSTEM	LOT	1					15-Nov-15	THE CONTRACT SHALL BE ON LUMPSCUM BASIS AS PER TECHNICAL SPECIFICATION TB-376-522-01, RO.

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 at Bharat Heavy Electricals Limited, considered that you have received tender enquiry and delay in submission offer due to late receipt of tender documents will not be entertained. Bharat Heavy Electricals Limited, 201, 305 (U.P.)

**YOU ARE REQUESTED TO SUBMIT YOUR MOST COMPETITIVE OFFER SO AS TO REACH US POSITIVELY BY 2 PM ON THE TENDER OPENING DATE.**

**PAJEEV KUMAR ROY**  
 Sr Engineer (TBMM)  
 Transmission Business Group  
 Bharat Heavy Electricals Limited  
 201, 305 (U.P.)  
 Estd. 1951, Govt. of India  
 Engr. P. 001, (098) 261 1461



- (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  
Dipak Kumar Mandal  
Dy General 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: 0120-6748134  
Fax: 0120-6748581

Enquiry No : 315E074      Enquiry Dt : 18-Jun-15

Signature and Seal of Tenderer

राजेश कुमार शर्मा / RAJEEV KUMAR ROY  
Sr. Engineer (T.B.M.M.)  
Transmission Business Group  
Bharat Heavy Electricals Limited  
Plot No-7, Sector-142, Expressway Noida-201305 (U.P.)  
Distt. Gautam BudhNagar, U.P.

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# **Bharat Heavy Electricals Limited**

Transmission Business Group

Material Management

**BHEL's NIT**

terms & condition for supply and ETC

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TBG/BHEL/FPS/14-15

**TRANSMISSION BUSINESS GROUP  
BHARAT HEAVY ELECTRICALS LTD**

**TERMS AND CONDITIONS FOR TENDER ENQUIRY**

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

S.N	BHEL's Commercial terms & conditions
1.	<p>A. Sealed bids are invited for the items mentioned in the enquiry conforming to specifications. Bids should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested and otherwise offer may be liable for rejection.</p> <p>B. Bidder to ensure that quotation is received / dropped in the tender box on or before <b>14.00 Hrs</b> as per Indian standard time (IST) of the due date of opening in <b>Material Management Division, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India</b></p> <p>C. The tenders will be opened on due date at <b>14.30 Hrs</b> as per IST in the presence of participating bidders, who may like to be present. Tenders received late are liable for rejection. Bidders should ensure that Bids are submitted in time.</p> <p>D. Bids are to be submitted in Two parts:</p> <p><b><u>Part-I: Qualification Criteria/Technical / Commercial Bid ( in two copies)</u></b></p> <p>Envelopes super scribed with <b>Technical / Commercial Bid</b> to contain information regarding, among others:</p> <ol style="list-style-type: none"><li>1. Specification.</li><li>2. Deviations (if any) in deviation sheet of BHEL's Format.</li><li>3. All commercial terms, Un-priced copy of Price Bid with units for measurement.</li><li>4. Delivery terms &amp; period required for supply from order, Filled in activity Schedule format</li><li>5. Evidence for Qualification criteria.</li><li>6. Credential in separate envelope/file.</li></ol> <p><b><u>Part-II: Price Bid</u></b></p> <p>Envelopes super scribed as "Price Bid" should contain priced copy of Price Bid. The price should be mentioned both in figures and words. Price bid containing any additional information is liable for rejection. 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 kept in separate envelopes 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>

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	<p><b>Note:</b></p> <ul style="list-style-type: none"> <li>i. <b>Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening.</b></li> <li>ii. <b>Authorized signatory should authenticate tender documents.</b></li> </ul> <p><b>E.</b> For any Technical clarification, please contact  Mr. Asif Rizvi, Sr. Engineer-TBEM  BHEL, Transmission Business Group,  Tower-A, 5th Floor, Advant Navis IT Business Park  Plot 7, Sector-142, Expressway Noida, Noida 201305, UP, India  Phone : +91 (0) 0120- 6748520,  Fax: +91 (0) 0120 – 6748580.  E-mail : <a href="mailto:asifrizvi@bhel.in">asifrizvi@bhel.in</a></p> <p>For any commercial clarification please contact person issuing enquiry.  Mr. Rajeev Kumar Roy, Sr. Engineer-TBMM  BHEL, Transmission Business Group,  Tower-A, 5th Floor, Advant Navis IT Business Park  Plot-7, Sector-142, Expressway Noida, Noida 201305, UP, India  Phone : +91 (0) 0120- 6748484,  Fax: +91 (0) 0120 – 6748581.  e-mail : <a href="mailto:rajeevroy@bhel.in">rajeevroy@bhel.in</a></p> <p><b>F.</b> Unsolicited Supplementary/ Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by any Bidder, at any stage after submission, may entail action.</p> <p><b>G.</b> If scope also includes site activities (i.e. Supervision, Erection, Installation, Testing and Commissioning of the equipment / material), separate contracts may be 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>A.</b> All prices to be <b>FIRM</b> till complete execution of order (i.e.commissioning of FPS SYSTEM).</p>
	<p><b>B.</b> <b>The break up of prices shall be as mentioned in the schedule of price format with due consideration to instructions below as applicable:</b></p> <p><b>Supply:</b></p> <ul style="list-style-type: none"> <li>a. Ex-Works (including packing &amp; forwarding charges).</li> <li>b. Taxes &amp; duties: Extra as applicable to be mentioned in un-priced bid also. Present rates to be mentioned in price bid Format (Refer clause no. 3)</li> <li>c. Freight &amp; Insurance: Must be quoted from works to project site/store. Insurance from works to site in scope of bidder.</li> </ul> <p><b>Erection, Testing &amp; Commissioning:</b>  The same is to be quoted in BHEL prescribed format of price bid.</p> <p><b>Important instruction to bidder for "Supplies":</b></p> <ul style="list-style-type: none"> <li>a. Order shall be awarded on Ex Works.</li> <li>b. Bidder should indicate taxes &amp; duties strictly in BHEL's un-priced format. Use of any other format is not acceptable to BHEL &amp; offer shall be liable for rejection.</li> </ul>

S.N	BHEL's Commercial terms & conditions <span style="float: right;">187</span>
	<p>c. Inland freight and insurance charges, all other associated Charges, taxes &amp; duties involved till delivery of goods at BHEL site, shall also be in scope of bidder.</p> <p>d. Transit Insurance policy shall be in Bidder's scope</p> <p>e. Offers that not submitted in perscribed BHEI Format are liable for rejection.</p>
3.	<p><b>Taxes &amp; Duties</b> :The project is a Non Mega, domestic and taxes and duties as applicable are as under:</p> <p><b>A. Excise Duty:</b> Applicable as per the current prevailing rate.</p> <p><b>B. Central Sales tax against C form/ VAT:</b> Applicable as per the current prevailing rate.</p> <p><b>C. Entry Tax (If any):</b> Applicable, if any, at destination / destination state shall be reimbursed on proof of such payment.</p> <p><b>D. Octroi Charges (If any):</b> Applicable, if any, at destination / destination state shall be reimbursed on proof of such payment.</p> <p><b>E. Service Tax:</b> Applicable towards supervision of Erection, Testing &amp; commissioning and type test charges as per the current prevailing rate in India.</p>
4.	<p><b>TERMS OF PAYMENT:</b></p> <p><b>A. Supply:</b></p> <p>I. 90% of Ex-works value payment along with 100% taxes &amp; duties, freight &amp; insurance (if applicable) within 60 days from date of receipt of invoice. Documents (original + 2 copies) required for payment.</p> <ul style="list-style-type: none"> <li>- Invoice.</li> <li>- Endorsed LR from BHEL Site and MRC.</li> <li>- Delivery Challan (If applicable) or Packing list (case wise).</li> <li>- Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable).</li> <li>- MICC (Material inspection clearance certificate) given by BHEL.</li> <li>- Guarantee Certificate.</li> <li>- Performance Bank Guarantee copy.</li> </ul> <p>II. 10% of Ex-works value payment of supply portion against successfull completion of complete system at BHEL site within 60 days from date of receipt of invoice. Documents (original + 2 copies) required for payment.</p> <ul style="list-style-type: none"> <li>- Invoice.</li> <li>- Completion certificate for ETC certified by BHEL site.</li> <li>- Final documentation certificate issued by BHEL Engg.</li> </ul> <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> <p><b>Mode of Payment:</b> All above payment shall be made through 'Bank transfer' through electronic transfer.</p> <p><b>Note:</b> Invoices are to be made with clear nomenclature/ item description of equipment so that there is no difficulty in custom clearance.</p>

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5.	<b>INTEREST LIABILITY:</b> BHEL shall not pay any interest in case of delay in payment due to any reason
6.	<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, whichever ever is earlier. The defective material / component shall be replaced free of cost at site.
7.	<b>PERFORMANCE BANK GUARANTEE :</b> Bidder shall furnish along with first invoice Performance BG / deposit as per one of following options.  <b>Option A</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.  <b>Option B</b> 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.  <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.  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 <b>AGM (Finance), TBG, BHEL, Noida.</b>
8.	<b>FINAL ENGINEERING DOCUMENTATION:</b> Final documentation as called for in the specification shall be submitted within 6 months from the date of dispatch of material at site against this contract.
9.	<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.  Vendor shall send inspection call on prescribed format only, with an advance notice of minimum 15 days.
10.	<b>DESPATCH INTIMATION:</b> <b>Information pertaining to dispatch shall be intimated to purchaser/ underwriter and following documents should be submitted along with Invoice.</b> <ul style="list-style-type: none"> <li>- Copy of Bill of lading / Airway bill / L.R.</li> <li>- Copy of packing list.</li> <li>- Copy of insurance certificate.</li> <li>- Copy of Guarantee certificate.</li> <li>-</li> </ul>

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11.	<p><b>DELIVERY PERIOD:</b> Bidder to specify delivery period in weeks from the date of LOI / PO in the Activity schedule format <b>Annexure-A</b>.</p> <p><b>Note:</b> LR / BL / Airway bill date or Invoice date whichever is later shall be considered as delivery date. Time for conduction of type test, if required, is to be separately indicated.</p>
12.	<p><b>DELAYED DELIVERY:</b> In case of delay in execution of order beyond the lot wise contractual delivery, LD shall be levied as follows:</p> <p>a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.</p> <p>b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value.</p>
13.	<p><b>VALIDITY :</b> The offer shall be valid for 120 days from the due date of bid opening.</p>
14.	<p><b>ACCEPTANCE / REJECTION OF TENDER :</b> BHEL reserves the right to reject or accept in full or part, any or all tender without assigning any reason thereof. BHEL also reserves the right to vary the quantities mentioned in the tender.</p>
15.	<p><b>EVALUATION :</b> Comparative statement shall be prepared based on overall quantity unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL at site.</p>
16.	<p><b>DEVIATION :</b> Deviation, if any, must be mentioned in deviation sheet only (<b>Annexure-B</b>). Any deviation mentioned elsewhere will not be considered. The bids having deviation(s) with respect to tender requirements are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to Bidder.</p>
17.	<p><b>ARBITRATION:</b> All cases of disputes emanating from and relating to this contract shall be referred to the sole arbitrator appointed by Unit Head / GM, BHEL. The arbitrator may be an employee of BHEL whether serving or retired or any other person nominated by Unit Head/GM BHEL. The arbitration shall be in accordance with 'The Arbitration and Conciliation Act 1996' and the rules thereunder as amended from time to time. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final &amp; binding upon both the parties.</p> <p>The venue of arbitration shall be Delhi.</p>
18.	<p><b>LEGAL SETTLEMENT:</b> All disputes shall be subject to jurisdiction of court situated in Delhi/New Delhi only.</p> <p>Notwithstanding contained herein anything in this NIT, the original exclusive jurisdiction shall remain of the court at Delhi / New Delhi.</p>
19.	<p><b>SUBCONTRACTING :</b> In case further subcontracting of BHEL order or part thereof is envisaged by contractor, the same can be done only after written permission is obtained from BHEL. However it shall not absolve the contractor of his responsibility of fulfilling BHEL purchase order requirements.</p>
20.	<p><b>RISK PURCHASE:</b> In the event of failure to supply or comply with the terms &amp; conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system or part thereof from any other agency at the risk and cost of the contractor.</p>

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21.	<p><b>ADJUSTMENT OF RECOVERY:</b> Any amount payable to contractor under this contract shall be liable to be adjusted against any amount payable to the contractor 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>
22.	<p><b>FORCE MAJEURE CONDITION:</b> Force Majeure will mean: Circumstances beyond the control of contracting parties such as but not limited to act of God, natural catastrophes, fire, war, embargo, industrial dispute, riot, civil commotion, restrictions etc. Vendors willing to plead force majeure shall inform its effect on fulfilment of contract and shall not be held responsible for non performance in such circumstances.</p>
23.	<p><b>REVERSE AUCTIONING:</b> 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.</p> <p>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.</p> <p>Pls refer <b>Annexure-1</b> for Terms &amp; Conditions of Reverse Auction. In case RA is done, it shall start at around 12:00 Noon (IST).</p>
24.	<p><b>PRE QUALIFICATION CRETERIA:</b> Bidder to comply the BHEL technical specification.</p>
25.	<p><b>DEMURRAGE/WHARFAGE:</b> For the reasons of delay in receipt of documents from vendors or due to the same being found to be incomplete, and/or faulty, the vendors shall be responsible to reimburse all demurrages / wharfage, if any, paid by BHEL (for stated reasons).</p>
26.	<p><b>LOADING CRITERIA:</b></p> <p><b>TERMS OF PAYMENT:</b> If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at Clause No:4 of Terms &amp; Conditions for Indigenous Tender Enquiry, loading to be done as follows:</p> <ul style="list-style-type: none"> <li>a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. Loading shall be done on total cost to BHEL.</li> <li>b) 60 days - No loading.</li> </ul> <p><b>DELAYED DELIVERY:</b> Any loading on LD clause shall be to the extent to which it is not agreed by bidder (at offered value).</p>
27.	<p><b>MSME BIDDER:</b> "MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EMI certificate along with CA certificate (<b>Format enclosed as per Annexure – 1</b>) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM</p>

S.N	BHEL's Commercial terms & conditions <span style="float: right;">18</span>
	<p>It 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 MSF status of such suppliers shall be shifted to Non MSF supplier till the supplier submits these documents".</p> <p>Any new supplier will be eligible for registration with BHEL as MSF supplier provided any of the following documents are submitted along with application for registration.</p> <ul style="list-style-type: none"> <li>• Valid NSIC Certificate or</li> <li>• Entrepreneurs Memorandum part II (EM II) certificate (with deemed validity of 2 years) or</li> <li>• EM II certificate with CA certificate (as per prescribed format at annexure 1) applicable for the year, certifying that investment in Plant &amp; machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small), where the deemed validity of EM II is over.</li> <li>• However credentials of all MSE suppliers will be reviewed for giving the intended benefits for MSE Suppliers as per clause (ii) at the time of tender evaluation.</li> </ul>
28.	<p><b>Pre-qualification creteria:</b></p> <ul style="list-style-type: none"> <li>- The vendor/manufacturer should have valid MQP number approved by PGCIL at the time of technical evaluation.</li> <li>- New vendor, which is not registered in PGCIL, has to get them approved from PGCIL directly within 28 days from bid opneing date.</li> <li>- Vendor has to follow technical specification.</li> </ul>

**Note:** BHEL reserves the right to cancel this enquiry at any point of time. Bids of only customer approved vendors will be processed.

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**BHARAT HEAVY ELECTRICALS LTD.  
(TRANSMISSION BUSINESS GROUP)**

**TERMS & CONDITIONS FOR INSTALLATION SERVICES**

**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.

SN.	BHEL's Terms & Conditions
1.0	<b><u>SCOPE OF WORK:</u></b>
	The scope of work of the successful tenderer shall comprise but not limited to the following:
1.1	Receipt of equipment / material at site, unloading, handling, transportation to storage area.
1.2	Inspection/ verification of equipment/ materials received for any shortage/ damage after opening the packing cases and intimating the same to BHEL/ Owner and underwriters within the time period specified by BHEL and to strictly follow the procedures specified. Storage of equipment indoor / open stores in line with the instruction of the BHEL.
1.3	Conservation/ maintenance/ upkeep of the equipment in the store.
1.4	Temporary lighting in stores and construction area wherever required for their work.
1.5	Safety/ Security of equipments/ materials.
1.6	Transportation of equipment/ materials from stores to erection site, erection of equipment/ materials in line with the drawings/ instructions to be furnished by BHEL, testing and commissioning and handing over.
1.7	Maintenance of associated equipment till handing over, any other activity necessary for completion of the job but not specifically mentioned in this specification.
1.8	Unloading/ Transportation/ Storing/ Up keeping and handing over of spare items/ equipment.
2.0	<b><u>TESTING AND COMMISSIONING :</u></b>
2.1	All the electrical / mechanical test of the materials and equipment shall be arranged by the contractor as per standard specification / Field Quality Plan / Erection Manual / Directive of the Site Engineer/ and Owner. The contractor shall fill the check list for storage, erection, testing and commissioning of all their equipment as per BHEL systems to ensure proper quality of work.
2.2	All the testing equipment required to carry out the site test for all their equipment or the erected equipment shall be arranged by the contractor at his own cost. However, necessary instructions and guidelines will be given by BHEL/Owner.
2.3	The contractor shall be completely responsible for the satisfactory erection and providing test equipment and skilled manpower for testing, commissioning of all equipment.
2.4	Before charging, the system shall have to be approved by Statutory Govt. Authorities like Electrical Inspector, other concerned agency and the contractor has to arrange approval for the same.

SN	BHEL's Terms & Conditions
3.0	<b><u>CONSUMABLES:</u></b> <span style="float: right;">1/21</span>
3.1	The contractor shall provide adequate inventory of necessary consumables at Site prior to erection so that timely completion of the works under the contract is not held up due to non availability of spares/ consumables.
4.0	<b><u>COMMENCEMENT OF WORK:</u></b> Project start / zero date for this work shall be issue date of letter of intent or as specified in P.O.
5.0	<b><u>COMPLETION SCHEDULE:</u></b>
5.1	The entire work under this tender is required to be completed as specified in NIT / Enquiry.
6.0	<b><u>OVER RUN CHARGES:</u></b>
6.1	No over run charges are payable.
7.0	<b><u>IDLE LABOUR CHARGES:</u></b>
7.1	No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
8.0	<b><u>SECURITY-CUM-PERFORMANCE GUARANTEE:</u></b>
8.1	The contractor shall furnish security-cum-performance BG for 10% of total contract value within two weeks of placement of work order valid till guarantee period on a non-judicial stamp paper of appropriate value from a nationalised bank or any scheduled bank as per RBI guidelines (excluding cooperative bank) in the prescribed format. The BG should be sent directly by your banker to FINANCE DEPARTMENT.
9.0	<b><u>INSURANCE:</u></b>
9.1	The Contractor shall take insurance cover(s) to cover his Tools and Plant assets, workman compensation and third party liability. The contractor shall make available the original insurance cover(s) to the Engineer for necessary verification before commencement of work.
10.0	<b><u>QUANTITY VARIATION:</u></b>
10.1	In case of item rate contract, the contract value is subject to variation based on the actual quantity executed within $\pm 30\%$ . Quantities of individual items may vary to any extent or may get deleted. No compensation is payable due to variation in quantity. If the work is to be executed on "Lumpsum" basis for the Package, no variation of contract value shall be admissible to the contractor within the scope of contract, as long as the inputs remain unchanged. In case of change in scope after award of the contract, the additions/ deletions to the scope shall be settled at mutually agreed rates.
11.0	<b><u>GUARANTEE:</u></b>
11.1	Though the work will be carried out under the supervision of BHEL Engineers, the contractor shall be responsible for the quality of the workmanship and shall guarantee the work done for a period of 15 months from the date of putting the complete system into commercial operation or 18 months from the date the system is declared completely erected, duly tested and accepted by customer, whichever is later and shall rectify free of cost all defects due to faulty erection detected during the guarantee period starting from the date of the completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost without prejudice to any other rights under the contract and recover the same from security deposit/ other dues of this project or any other project executed by the contractor.

SN	BHEL's Terms & Conditions
12.0	<p><b><u>TERMS OF PAYMENT:</u></b></p> <p>The terms of payment shall be as under unless specified elsewhere.</p>
12.1	No mobilisation advance is payable
12.2	70% of the contract price on the monthly progressive bills on pro rata basis for the unloading, storage and erection work completed as certified by BHEL. Engineer.
12.3	20% after testing of equipments on pro-rata basis & completion of satisfactory commissioning.
12.4	10% of the contract price after acceptance test, retest if any, PG Test and handing over.
12.5	The payment due to the contractor shall be released after deducting income tax wherever deductible at source as per Indian. Income tax act and BHEL will issue appropriate certificate to the contractor after tax deduction.
12.6	All taxes including sales tax, works tax etc. except service tax, if any shall be to the contractor's account. All charges on account of Octroi, Terminal tax and / or other duties on materials obtained for the work shall be borne by the contractor. Service tax is payable extra as per actual.
13.0	<b><u>ESCALATION / PRICE VARIATION:</u></b>
13.1	Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.
14.0	<b><u>COMPENSATION FOR DELAY IN EXECUTION:</u></b>
14.1	In case the contractor fails to complete the work within the time specified or any extension thereof subject to force major condition, the contractor shall be liable to pay by way of compensation, a sum equal to half percent (½%) of the contract price, per calendar week or part thereof by which the commissioning is delayed, subject to a ceiling of 10% of the contract price.
15.0	<b><u>FACILITIES TO BE PROVIDED AT SITE BY THE CONTRACTOR:</u></b>
15.1	Watch and ward for the stores and safe custody of the equipment in the scope of Contractor shall be their responsibility.
15.2	It is the responsibility of the contractor to dismantle and take away all the materials of his office accommodation as soon as the work is handed over to BHEL/Owner and clean the area of debris.
16.0	<b><u>ADDITIONAL EXPENDITURE:</u></b>
16.1	In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.
17.0	<b><u>REGULATION OF LOCAL AUTHORITIES AND STATUS :</u></b>
17.1	The contractor shall comply with all state and central laws, statutory rules, regulations etc., such as : The payment of wages to, the minimum wages Act. The workmen compensation Act., The employees liability Act., The industrial dispute Act., the employees provident fund Act., Employees state insurance scheme, The contract labour (regulation & abolition) Act 1970 and other Acts, Rules and regulations for labour as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction at site. The contractor shall given to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

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SN	BHEL's Terms & Conditions
17.2	The contractor, as required, will obtain independent license under the contract labour (Regulations and Abolition) Act. 1970 from the concerned authorities based on the certificate (Form-V) issued by the principal Employer/ Customer.
17.3	The contractor shall pay all taxes, fees, license charges deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any of such payments, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
18.0	<b><u>DISCIPLINE OF WORKMEN:</u></b>
18.1	The contractor shall adhere to the disciplinary procedure set by the owner in respect of his employees and workman at site.
19.0	<b><u>ELECTRICITY &amp; WATER:</u></b>
19.1	Electricity for construction work shall be provided at one point on free of cost basis. The contractor shall have to make their own arrangements for distribution to various locations for their works including proper switch/fuse units, distribution boards, cables poles etc. to ensure safety of men and equipment. If required the contractor shall employ diesel operative equipment in addition to electric operated ones to ensure timely completion of work.
19.2	Unless stated otherwise, the contractor shall make his own adequate arrangement for procuring clear water to be used in various works.
20.1	<b><u>FORCE MAJEURE:</u></b>
20.2	The following shall amount to force majeure conditions:  Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes, over which the contractor has no control.
21.0	<b><u>ARBITRATION:</u></b>
21.1	In case of any dispute, a sole arbitrator will be appointed by BHEL and whose decision would be final and binding on both the parties. The place of arbitration shall be any Indian city as decided by BHEL.
22.	<b><u>VALIDITY OF OFFER:</u></b>
22.1	The offer shall be valid for 120 days from the date of opening.

It is understand that the bids having deviation (s) w.r.t tender are to be out rightly rejected. BHEL, however at their discretion, if consider the bid, have undisputable right to load the prices for price comparison as they deem fit.

Signature of Supplier  
With seal



**BHEL UN-PRICE BID FORMAT FOR SUPPLY & SERVICES PORTION.**

Enquiry No:  
Project:  
Item:

S.N	PI ITEM	Unit	Qty	Unit Ex-works	Total Ex-works	Unit Inland F & I Charges	Total Inland F & I Charges	Excise Duty (ED)	Central Sales Tax (CST or VAT)	Unit ETC/ Installation Charges	Total ETC/ Installation Charges	Service tax on ETC charges	Total Cost to BHEL for indian supplier for each line item
	Instruction to bidder----->					Quoted prices of inland freight & insurance is inclusive of all taxes & duties		Bidder to indicate percentage or value in case percentage is not applicable for each line item	Bidder to indicate percentage or value in case percentage is not applicable for each line item			Bidder to indicate percentage	Bidder to indicate prices in price bid of BHEL's Format & mention QUOTED / NOT QUOTED OR NOT APPLICABLE of each & every cell
	Applicable formula to bidder----->		(0)	(1)	(2) = (1) X (0)	(3)	(4) = (3) X (0)	(5) = (6) X (2) / 100 (6) Value	(7) = ((5) or (6) - (2)) X ... % (8) Value	(9)	(10) = (9 X 0)	(11) = (10 X ... %)	(12) = [(2) + (4) + (5 or 6) + (7 or 8) - (10 + 11)] [ EX-WORKS + INLAND F & I + ED + CST + ETC/INSTALLATION CHARGES + S ]

2. Each cell to be filled by bidder in the price bid. In case that cell is not applicable as per NIT condition, NA must be mentioned in UN-PRICED BID.
3. In UN-PRICED, Bidder to indicated QUOTED in placed of price. NA in placed of not applicable.
4. Bidder stickly to quote in BHEL format only. Other format of price bid will be liable for rejection.
5. Bidder to quote strictly as per BOQ. Rates shall not be combined. In case the charges are combined, BHEL reserves the right to reject the offer. Decision of BHEL shall be final.

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Enquiry No & Date:.....

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	Maximum 1 weeks (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/CUSTOMER"- 2 weeks			
5.	Manufacturing Time				
6.	Inspection and Issue of MICC	"BY BHEL/CUSTOMER"- 2 weeks			
7.	Issue of dispatch documents as applicable.	"BY BHEL/CUSTOMER"- 2 weeks			
8.	Dispatch				
9.	Transit time upto Site/Port of loading /Port of discharge.				
10	ETC completion Period				

Note:

- 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 "5" for completion of activity at Sl. No. 6
- 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.
- Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
- 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

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CHECKLISTSCHEDULE 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 .....



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TENDER ENQUIRY NO. E \_\_\_\_\_, DATE: \_\_\_\_\_

**SCHEDULE OF COMMERCIAL DEVIATION**

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

SL. NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	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 scheduled.

Place: - .....

Date: - .....

Signature of the authorized representative of

Bidder's name:.....

Designation.....

Company Seal:.....



TENDER ENQUIRY NO. E \_\_\_\_\_, DATE: \_\_\_\_\_

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**SCHEDULE OF TECHNICAL DEVIATION**

The following are the deviations/ variations exception from the Specification:

SECTION	CLAUSE NO. / PAGE NO.	STATEMENT OF DEVIATION/ VARIATIONS/EXCEPTIONS

- 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 scheduled.

Signature of the authorized representative of

Place: - .....

Date: - .....

Bidder's Name:.....

Designation:.....

Company Seal:.....

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**PROFORMA FOR SECURITY-CUM-PERFORMANCE GUARANTEE**

1. This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ by \_\_\_\_\_ Bank Ltd., \_\_\_\_\_ in favour of **Bharat Heavy Electricals Limited, Transmission Business Group, Tower-A, 5<sup>th</sup> Floor, Advant Navis IT Business Park, Plot-7, Sector-142, Expressway Noida, Noida-201305** having their registered office at **BHEL House, Siri Fort, New Delhi - 110 049.**
2. Whereas **M/s \_\_\_\_\_** ( here in after called the **Contractor / Seller** ) have entered into a Contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ (herein after called the **Contract** ) for supply / erection of **M/s Bharat Heavy Electricals Limited** ( hereinafter called the **Company** ).
3. And whereas the said Contract Inter-alia provides that the Contractor / Seller shall pay to the company a sum of Rs. \_\_\_\_\_ only, towards **Security deposit-Cum-Performance Guarantee** in the for and manner therein specified.
4. And whereas the Seller/Contractor have approached \_\_\_\_\_ Bank Limited (hereinafter referred to as the **Guarantor**) and at their request and in consideration of the arrangement arrived at between the **Contractor** and the **Guarantor**, the Guarantor has agreed to give the Guarantee as herein after mentioned in favour of the Company.

**NOW THIS DEED WITNESSES AS FOLLOWS :**

5. The Guarantor by the hand of Mr. \_\_\_\_\_ and its lawfully and fully constituted attorney and do hereby guarantee the due and faithful performance of the said contract and do hereby irrevocably undertake and promise to pay the Company without any demur merely on demand made by them a sum not exceeding Rs. \_\_\_\_\_ only in case the Company sustains any loss or damage by reason of any breach, default, by the Contractor / Seller of any of the terms conditions, stipulations or undertakings or any one of them contained in the said contract and the tender documents attached hereto and for payment of any moneys payable by the Contractor/ Seller to the Company under the terms and conditions of the said contract. The decision of the company regarding the breach, default, loss, damage or payment shall be conclusive and binding in the guarantor irrespective of the fact whether the contractor/seller admits or denies such claims or questions its correctness in any court, tribunal or arbitration proceedings or before any other authority.

(Contd....2.)

M

6. The company shall have the fullest liberty without effecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time by the Seller/Contractor or to postpone for any time and from time to time any of the powers exercisable by its against the Seller/Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the contract or securities available to the Company and the guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reason of time being given to the seller or any other forbearance, act or omission on the part of the company or any indulgence by the company to the Seller/Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would but for this provision have the effect of so releasing the Guarantor/contractor from its liability under this Guarantee.
7. This Guarantee shall remain in full force and effect and the Guarantor shall be liable under the same irrespective of any concession or time being granted by the company to the contractor in or for fulfilling the said contract and this Guarantee shall remain in full force irrespective of any change in terms, conditions, stipulations or any variations in the terms of contract irrespective of whether notice of such change and / or variation is given to the Guarantor or not and the claim to receive such notice of any change and or variation of the terms/or conditions of the contract is hereby specifically waived by the Guarantor.
8. The Guarantor here in contained shall not be determined prejudiced or effected by the liquidation or winding up or insolvency of or change in the constitution of the contractor but shall in all respects and for all purposes be binding and operative until all payments or all moneys due or that may hereafter become payable to the company are paid in respect of any liability or obligation of the contractor under the contract.
9. The Guarantor further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the commencement of the contract till end of the contract and its claim satisfied or discharged and till the company certified that the terms and conditions of the contract have been fully and properly carried out by the seller and accordingly discharges this Guarantee, subject, however, that the company shall have no claim under this guarantee after \_\_\_\_\_ months from the date of completion of the guarantee has been served on the guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor not with standing the fact that the same is enforced after expiry of said period.

The Guarantor undertake not to revoke this Guarantee during the period it is in force except with the precious consent of the company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Seller or the guarantor shall not discharge the Guarantor's liability here under.

It shall not be necessary for the company to proceed against the seller before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them not with standing any security which the company may have obtained or obtained from the seller shall at the time when proceedings are taken against the Guarantor here under be outstanding or unrealised.

The Guarantor hereby declares that it has power to execute this Guarantee and the executant has full powers to do so on its behalf under the power of attorney dated \_\_\_\_\_ granted to him by the proper authorities of the Guarantor.

10. Not withstanding anything here in before contained, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us, within **three months** from the date, all our rights shall be forfeited and we shall be relieved and discharged from all our liabilities there under.

IN WITNESS whereof the \_\_\_\_\_ (Bank) have hereunto set and subscribed their hands the day, month and year first above written.

**SIGNED FOR AND ON  
BEHALF OF THE BANK**

**WITNESSESS**

**Name and Address**

**Signature**

1. ....  
.....  
.....  
.....  
.....

2. ....  
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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.

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Annexure - I

Page 2 of 2

Amdt:01dt:22.11.2013

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.

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**BIHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP  
MATERIAL RECEIPT CERTIFICATE**

- a) Site:
- b) LR No. with date:
- c) Vehicle no.:
- d) Date of receipt of material at site:
- e) Material details (as mentioned below):

S.no.	Item Description	Type of Packages	Unit (MT/KM/NO.)	Qty as per packing list	Qty Received	Remarks

Other Remarks:

Signature with date: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

(With Seal)