

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

This Format is to be submitted in original duly signed and stamped 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 will not be accepted.

Sr. No	ENQUIRY NO : 274E156	DATED : 04/11/2014
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 and otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 14.00 Hrs. of the due date of opening.</p> <p>Material Management Division Transmission Business Group Tower A, 5th Floor, BHEL, Advant Navis IT Business Park Plot No 7, Sector - 142, Express way Noida Noida -201305 DISTT- GAUTAM BUDH NAGAR, UP</p> <p>Note: The offer can also be sent to the email-id tenderbox@bhel.in without cc to anybody.</p> <p>Bidders are required to submit their credentials along-with techno-commercial bid to substantiate the pre-qualifying requirement. The bid of bidder will be accepted subject to vendor approval by customer/TBG.</p> <p>3. The same shall be opened at 14.30 Hrs. on the same day. Tenders received late shall be rejected. Bidders must ensure that tender documents are deposited on or before due date. Bidders are required to submit credential along with Techno-Commercial bid to substantiate the qualifying requirement.</p> <p>4. Bids are to be submitted in Two parts:</p> <p>i) Techno-commercial bid (Part I) – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid as confirmation that the bidder has quoted for all the items / services mentioned in price bid format.</p> <p>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. If there is a calculation mistake in multiplication of unit rate with quantity, then the unit rate quoted will be considered for calculation.</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>Note: Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening.</p>	

Sr. No	ENQUIRY NO : 274E156	DATED : 04/11/2014
	<p>5. <u>For any Technical clarification, please contact:</u> Sh. S.K.Shukla, Sr. MANAGER / TBEM 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 BUDH NAGAR, UP, INDIA Phone : 0120 – 6748531 E-mail : skshukla@bhel.in</p> <p><u>For any Commercial clarification, please contact:</u> SH. S.C. SHIVHARE, SR. MGR.(TBMM) SH. NAVEEN KUMAR, SR. ENGR. (TBMM) 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 BUDH NAGAR, UP, INDIA Phone : 0120-6748472 / 0120-6748471 Email: naveen.kumar@bhel.in / scshivhare@bhel.in</p> <p>6. Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. Authorized signatory should authenticate tender documents.</p>	
2.	<p>PRICES:</p> <p>A. The prices to be quoted are with PVC with following formula.</p> <p>With PVC based on NALCO Metal price in rupees per MT declared by them just prior to tender opening date. In case of any change in the NALCO Aluminium ingot price of IC 20 grade, the same shall be neutralized as formula follow.</p> <p>Price basis: - With PVC based on following $P_s = P_o + (N_s - N_o)$ Where: - P_s- Ex-works price of supply. P_o- Ex-works price quoted in offer. N_s- NALCO Aluminium ingot price of IC20 in Nalco price list on date of dispatch or just prior to dispatch. N_o- NALCO Aluminium ingot price of IC20 in Nalco price list on date of bid opening or just prior to bid opening.</p> <p><i>The date of delivery shall be P.O. Delivery Date (including any agreed extension thereto) or Date of Actual Dispatch, whichever is earlier shall be considered for PV calculation.</i></p>	

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	<p>NOTE:</p> <ol style="list-style-type: none"> 1. The price adjustment of Ex-Works price component of Aluminium Tube shall not be subject to any ceiling. 2. If price adjustment amount works out to be positive, the same will be payable to supplier and if it works out to be negative, the same will be recovered from supplier. 3. The supplier should ensure submission of price adjustment invoice after dispatch of material (positively within one month), whether such adjustment is positive or negative. <p>B. The prices shall be quoted by the vendors considering following</p> <p>The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p> <ol style="list-style-type: none"> a) Ex-works Price: Ex- works price including packing & forwarding charges. b) Excise duty: Extra as applicable, to be quoted as percentage in both un-price and price bid. <p>Excise Duty Exemption: In case of Deemed Export / ADB Funded / Physical Export, BHEL will provide necessary documents for availing benefits as per the Project Conditions and rules of Govt. of India. Material will be supplied by vendor availing Excise benefits.</p> <ol style="list-style-type: none"> c) Sales Tax: ST / VAT / CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form. d) Entry tax / Octroi Charges: Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment. e) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted. Uniform rate of freight will be paid for projects situated anywhere in India i.e. irrespective of destination at hilly or non hilly area. <p>Note: The distance for the purpose of freight admissibility shall be the shortest route as exhibited in the Motoring Guide of India (latest edition). Wherever, a particular station is not appearing in MGI, the distance calculated up to the nearest station available in MGI will be suitably increased / decreased based on information from other sources like "mapmyIndia.com" may be resorted to.</p> <p><i>Freight and Insurance charges (inclusive of all taxes) to be quoted on per MT per KM basis (Separately). Vendor shall quote one price of freight for all cross sections on Rs. / MT / KM basis.</i></p> <ol style="list-style-type: none"> f) Type Test charges: Bidders have to quote type test charges as per technical specification enclosed with this Enquiry. Type Test Charges shall not be considered for Evaluation purpose. g) Export Worthy Packing Charges: For Export projects, charges of export worthy packing as per technical specification are to be quoted on per MT basis. Export worthy packing charges will also be considered for evaluation for the specified quantity as per technical specification-TB-xxx-316-055. 	

Sr. No	ENQUIRY NO : 274E156	DATED : 04/11/2014
	<p>Note: i) The Rate Contract shall be placed on Ex – Works basis.</p> <p>“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>(Further to above clause, please refer attached Annexure I for Terms & Conditions of Reverse Auction Page 1 & 2).</p>	
3.	<p><u>TERMS OF PAYMENT:</u></p> <p>100 % Payment with Taxes, Duties, Freight & Insurance within 60 days (45 Days for MSE vendor) from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies):</p> <ul style="list-style-type: none"> - Endorsed LR in favour of customer along-with Material Receipt Certificate issued by BHEL site official (format attached) - Excise invoice (If Applicable) - Delivery Challan or Packing list (case wise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers - MICC - Guarantee Certificate - Copy of Performance Bank Guarantee. <p>[A.] Documents to be furnished by vendor immediately after dispatch:</p> <ul style="list-style-type: none"> - Copy of Invoice - Copy of LR - Copy of Delivery Challan / Packing List - Copy of Insurance Certificate - Copy of Guarantee Certificate <p>[B.] Following Documents to be sent by vendor to TBG, BHEL :</p> <ul style="list-style-type: none"> Endorsed LR in favour of customer LR along-with Material Receipt Certificate issued by BHEL site official (format attached) - Excise invoice (If Applicable) - Delivery Challan / Packing list (case wise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers - Dispatch Clearance / MICC - Guarantee certificate - All Test & Inspection Reports 	
4.	<p><u>INTEREST LIABILITY:</u></p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>	

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5.	GUARANTEE : The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site.	
6.	<u>INTEGRITY PACT :</u> The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification. <u>Name of Independent External monitor to be considered (IEM):</u> Shri D.R.S Chaudhary, IAS (Retd.) Flat No. L-202 & L-203 (1st Floor) Ansal Lake View Enclave Shamla Hills Bhopal- 462 013 Ph: +91 755 -4050495 Email: dilip.chaudhary@icloud.com	
7.	FINAL ENGINEERING DOCUMENTATION: Final documentation as called in the specification is to be submitted within 3 months from the date of despatch of material. In case of default, the Performance BG is liable to be en-cashed.	
8.	INSPECTION: BHEL and / or customer / third party may inspect the Equipment / Material before despatch. In the event BHEL / Customer waives off inspection, Test Reports and Results shall be submitted for Approval. Supplier shall obtain Approval on Test Reports and MDCC / MICC (Material Inspection Clearance Certificate) before dispatch of equipment. Stage inspection during manufacturing may also be carried out. Material to be dispatched only after getting Dispatch Clearance from BHEL. Supplier shall send inspection call on prescribed format only, with an advance notice of 15 days.	
9.	DESPATCH DOCUMENTS: Following despatch documents are to be immediately sent to purchaser on despatch. - Copy of Invoice - Copy of LR - Copy of Delivery Challan / Packing List - Copy of Insurance Certificate - Copy of Guarantee Certificate	
10.	DELIVERY PERIOD: Bidders to mention the period in weeks in the Activity Schedule Format enclosed with enquiry ensuring scheduled delivery preferably within three months from the date of placement of individual PO. Time for conduction of type test, if required, is to be separately indicated. Note: LR date or Invoice date whichever is later shall be considered as delivery date.	

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11.	DELAYED DELIVERY: In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value per week or part there-of subject to maximum of 10% of total Ex-Works value of P.O. will be withheld.	
12.	VALIDITY: The offer shall be valid for 120 days from the due date of opening.	
13.	ACCEPTANCE / REJECTION OF TENDER: BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.	
14.	EVALUATION: Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.	
15.	DEVIATION: The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer as mentioned at Sl. No. - 24.	
16.	ARBITRATION: All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be Delhi / Noida as decided by BHEL.	
17.	LEGAL SETTLEMENT: All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi. Notwithstanding contained herein anything in this NIT, the original exclusive jurisdiction shall remain of the court at Delhi / New Delhi	
18.	SUBCONTRACTING: In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.	
19.	RISK PURCHASE: In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.	
20.	ADJUSTMENT OF RECOVERY: Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works/contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.	
21.	FORCE MAJEURE CONDITION: If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.	
22.	Demurrage / Wharfage: For the reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharf ages, if any, paid by BHEL (for stated reasons).	

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23.	VENDOR APPROVAL : The price-bid of Non-TBG approved vendors shall be opened only after confirmation of their approval in TBG by SDC. In-case they are not approved in TBG, their offers shall be rejected.	
24.	LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON: 24.1 : TERMS OF PAYMENT: If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at sr. No. 3 above, loading to be done as follows: a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. 60 days - No loading 24.2 : DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY: Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause.	
25.	MSME: "MSE suppliers can avail the intended benefit 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 - II) 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 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 bid at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".	
26.	SPECIAL INSTRUCTION: No deviation to our standard terms & conditions is acceptable.	
27.	Minimum Transportable Weight : Minimum transportable weight will be 9 MT. If total PO qty is less than this minimum transportable weight then payment of F&I shall be made for minimum transportable weight.	
28.	Short Close of Contract: The Rate Contract can be short closed at any time during the contract period with the sole discretion of BHEL without any implication to BHEL.	
29.	Weight Tolerance: The maximum positive tolerance allowed on nominal weight (Kg/m) is 8%. No negative tolerance is allowed (As per technical specification-TB-xxx-316-055). However during tender stage, if the vendor exceeds the tolerance as a deviation, then the additional prices shall be loaded on the offer of bidder. However payment shall be made on the basis of actual weight supplied, subject to a maximum tolerance of +8% on the GTP weight quoted by the supplier.	
30.	Cut Length: The tube shall be supplied in cut lengths minimum of 4 meter & maximum of 7 meter respectively. The negative/positive tolerance on the length of section shall not exceed by 10 mm.	
31.	Rate Contract Validity: Two years from date of award of Rate Contract with the provision to extend further for additional twelve months on mutual consent.	

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32.	<p>Rate Contract Condition: The Rate Contract will be entered with Two [02] Nos. of Vendors with the quantity distribution in the ratio of 70:30. 70 % quantity shall be awarded to original L1 vendor. The rates of Original L1 vendor shall be sequentially counter-offered to L2, L3, L4 and so on... in that sequence. The balance 30 % quantity shall be awarded to the L2 or L3 or L4 and so on.. bidder whoever accepts the rate of the original L1 bidder in that sequence. In case the other bidders do not accept the business at L1 rates, then 100 % business will be placed with the original L1 bidder. <i>“However, Any distribution pattern cannot be committed as evaluation will be done when the delivery location becomes known. Evaluation for each destination shall be done on ‘total cost to BHEL’ basis and firm purchase order shall placed accordingly”.</i></p>	
33.	<p>Termination of Contract: BHEL shall reserve the right to terminate the contract at any point of time without assigning any reason thereof.</p>	
34.	<p>Type Test Charges : Bidders have to quote for type test charges as per technical specification-TB-xxx-316-055. Type test Charges will not be considered for Evaluation purpose.</p>	
35.	<p>Quantity for Export Job: Quantity of Al Tube for Export job with a provision of export worthy packing will be as per technical specification-TB-xxx-316-055.</p>	
36.	<p>Quantity Variation: The indicated quantity of individual type of Al. Tubes as mentioned in section-I of technical specification -TB-xxx-316-055 may vary upto +/- 30%. However overall quantity may vary by +/- 20%.</p>	
37.	<p>Pre Qualifying Requirement:</p> <ol style="list-style-type: none"> 1). The manufacturer should have manufactured & supplied at least 60 MT of Aluminium Tube of 3 inch or higher size in India in any one year during the last five years from the date of technical bid opening. 2). The manufacturer should have manufactured and supplied Aluminium Tube up to 4.5 inch size. 3). Bidder shall be manufacturer of Aluminium Tube. 	

Signature of Bidder
Seal

BHARAT HEAVY ELECTRICALS LTD.
TRANSMISSION BUSINESS GROUP - MATERIAL MANAGEMENT

PROJECT : RATE CONTRACT FOR AL. TUBE (3/4/4.5 INCH)
ITEM : AL. TUBE (3 / 4 / 4.5 Inch)
ENQUIRY No. : 274E156
ENQUIRY DATE : 04/11/2014

SCHEDULE OF PRICES

Sr. No.	ALLUMINIUM TUBE (3/4.5 INCH) AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055 Rev-0	Unit	Qty.	Unit Price (Rs.)	Total Price (Rs.)
		1	2	3	4 (Col. 2x3)
A.1	Ex-Works Price including packing & forwarding Charges of ALLUMINIUM TUBE 3 INCH IPS (EH TYPE)	MT	21		
A.2	Ex-Works Price including packing & forwarding Charges of ALLUMINIUM TUBE 4 INCH IPS (EH TYPE)	MT	310		
A.3	Ex-Works Price including packing & forwarding Charges of ALLUMINIUM TUBE 4.5 INCH IPS (EH TYPE)	MT	132		
A	TOTAL EX-WORKS PRICE (A.1+A.2+A.3)				
B	Excise Duty with Cess applicable on "Total Ex-Works Price"	%			
C	CST applicable on "Total Ex-Works Price + ED with Cess" against 'C' Form	%			
D *	Freight & Insurance for 463 MT of Al. Tube for 1000 Kms. Distance. <i>[Freight and Insurance Charges is to be quoted on Per MT weight of Al. Tube for Per Km (Distance basis). Vendor shall quote One Price of Freight & Insurance for all types of Al. Tube on Rs ____Per MT (Weight of Al. Tube / Per Km (Distance) basis]</i>	MT	463000 (distance)		
E	Export worthy Packing Charges for 1 MT ALLUMINIUM TUBE (3 / 4 / 4.5 INCH) AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055	MT	1		
F	TOTAL PRICE in Rs. (A+B+C+D+E)				
	TYPE TEST (OPTIONAL) AS MENTIONED BELOW				
G	Type Test Charges (RIV & Corona Inception / Extinction Test) for 3 INCH AL. Tube AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055 (inclusive of all taxes except service tax)	LOT	1		
H	Type Test Charges (RIV & Corona Inception / Extinction Test) for 4 INCH AL. Tube AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055 (inclusive of all taxes except service tax)	LOT	1		
I	Type Test Charges (RIV & Corona Inception / Extinction Test) for 4.5 INCH AL. Tube AS PER TECHNICAL SPECIFICATION NO. TB-xxx-316-055 (inclusive of all taxes except service tax)	LOT	1		
J	TOTAL TYPE TEST PRICE in Rs. (G+H+I)	LOT	1		
K	Rate of Service Tax applicable for conducting type test (RIV & Corona Inception / Extinction Test) for 3 / 4 / 4.5 INCH AL. Tube)	%			
L	TOTAL TYPE TEST PRICE INCLUSIVE OF SERVICE TAX in Rs. (J+K)				

- 1 ED & CST RATE AGAINST "C" FORM SHALL BE QUOTED IN BOTH UNPRICE & PRICE BID.
2 VENDOR TO QUOTE FOR ALL THE ITEMS AS SPECIFIED ABOVE. OFFER SHALL BE REJECTED IN CASE ALL THE ITEMS ARE NOT QUOTED.
3 COPY OF THE PRICE BID "WITHOUT PRICES" AS PER SCHEDULE OF PRICES ARE TO BE SUBMITTED BEFORE DUE DATE OF OPENING OF THE PRICE BIDS.
* For Evaluation of bids, the distance shall be taken as 1000 Km.

SIGNATURE WITH SEAL & DATE OF TENDERER

**TRANSMISSION BUSSINESS GROUP
MATERIAL MANGEMENT
BHEL TBG NOIDA
ACTIVITY SCHEDULE**

Please submit this format duly filled in along with offer. Time indicated will be used for calculating contractual delivery period.

ENQUIRY NO: 274E156

Dated: 04/11/2014

PROJECT: RATE CONTRACT OF AL. TUBE

ITEM: 3/4/4.5 INCH IPS AL. TUBE

VENDOR.....

OFFER REF.....

SL. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	REMARKS IF ANY
1.	Receipt of P.O		
2.	P.O Acceptance	ONE WEEK	Vendor must Submit PO acceptance within one week
3.	Submission of documents necessary for getting manufacturing clearance like Drawings, date sheet etc.		Documents complete in all respect are to be Submitted. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier
4.	Review and Approval of documents and issue of manufacturing clearance	BHEL ACTIVITY	Vendor must reply all queries expeditiously.
5.	Manufacturing Time		Manufacturing time be indicated considering all constrains & must include time required for internal inspections etc.
6	Raise inspection call	-VE 2 WEEKS TO SL NO 5	Call for inspection must be raised at least two weeks in advance in the prescribed format. Non availability of offered material for inspection to the inspector will be viewed very seriously & may result in financial implications. The date of inspection must be with in the period indicated in 5 above.
7	Inspection	BHEL	
8	Issue of MICC, MDCC & other documents like EDEC, Road permits etc	BHEL	Vendor must indicate requirement well in advance.
9	Dispatch	ONE WEEK	Vendor must ensure to dispatch with in one Week of receiving all documents required

Total time in vendor's scope.

1. Please mention constraints if any. For multiple lot delivery activity landmark for each lot should be mentioned. Multiple inspection calls for one lot are to be avoided & delay on this account shall be vendor's responsibility. Vendors to quote their Best Delivery Plan.
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.
4. Bidders to mention the period in weeks in the Activity Schedule, ensuring scheduled delivery preferably within three months from the date of placement of individual PO.

SIGNATURE AND SEAL OF COMPANY

SCHEDULE OF COMMERCIAL DEVIATION

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

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

Incase, 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.

Place

Signature of the authorized representative of

Date

Bidder's Name

Designation

Company seal

ENQUIRY NO: **274E156**

DATED: **04/11/2014**

SCHEDULE OF TECHNICAL DEVIATION

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

SL. NO.	CLAUSE NO. OF TECHNICAL SPECIFICATIONS	STATEMENT OF DEVIATION

Incase, 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.

Place

Signature of the authorized representative of

Date

Bidder's Name

Designation

Company seal

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 (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Certificate by Chartered Accountant on letter head

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

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

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

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____



BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
MATERIAL RECEIPT CERTIFICATE

Date: _____

- a) Site Name :
- b) Site Address:
- c) PO No. with date:
- d) Supplier Name:
- e) Invoice no. with date:
- f) LR No with date:
- g) Transporter Name:
- h) Vehicle No.:
- i) Date of receipt of material at site:
- j) Destination: From _____ To _____
- k) Material details (as mentioned below):

S.No	Item Description	Type of Packages	Unit (MT/KM/NO.)	Qty as per packing list	Qty Received	Qty Accepted	Remarks
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

Other Remarks:

Signature with date: _____

Name & Designation: _____

(With Seal)