

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

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

Sr. No	Terms & Conditions
1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, other-wise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 10.00 AM of the due date of opening in <b>Tender Box-MM BHEL, Tower A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK, PLOT No-7, Sector-142, EXPRESSWAY NOIDA, NOIDA-201305, DISTT- GAUTAM BUDH NAGAR, UP</b></p> <p>3. The same shall be opened at 10.30 AM on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>4. Bids are to be submitted in Two parts: i) Techno-commercial bid (Part I) – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid. ii) Price bid (Part II) – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p>5. For any Technical clarification, please contact <b>Mr. Vivek kapil, Sr. Manager/TBEM BHEL, Tower A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK, PLOT No-7, Sector-142, EXPRESSWAY NOIDA, NOIDA-201305, Ph.- 0120-6748539, 462 DISTT- GAUTAM BUDH NAGAR, UP E-mail : <a href="mailto:vivekk@bhel.in">vivekk@bhel.in</a> , <a href="mailto:ved@bhel.in">ved@bhel.in</a></b></p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms &amp; condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p>

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

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	<p><b>B.3. Physical export (if indicated)</b></p> <p>i) Prices are to be quoted considering following benefits</p> <ol style="list-style-type: none"> <li>1. -----</li> <li>2. -----</li> </ol> <p>ii) For availing above benefits BHEL shall provide following documents</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> </ol> <hr/> <p><b>C. The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</b></p> <p><b>a) Ex-works Price:</b> Ex- works price including packing &amp; forwarding charges.</p> <p><b>b) Excise duty:</b> ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p><b>c) Sales Tax:</b> ST / VAT /CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</p> <p><b>e) Entry tax / Octroi Charges:</b> Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p><b>f) Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p><b>g) Type Test charges:</b> If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p><b>h) Erection / Commissioning supervision charges:</b> If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note : The purchase order shall be placed on Ex-works basis.</p>
3.	<p><b>TERMS OF PAYMENT :</b></p> <p><b>&lt;RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY&gt;</b>  <u>For BOIs (non package items)</u></p> <p>100% of Ex-works value along with 100% taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> <li>- Receipted LR</li> <li>- Excise invoice (if applicable)</li> <li>- Delivery Challan or Packing list (casewise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> <li>- MICC issued by BHEL,</li> <li>- Guarantee certificate,</li> <li>- copy of Performance Bank Guarantee</li> <li>- All Test reports and inspection reports, (Not to be given to Finance)</li> </ul>

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	<p><u>For BOPs : Air-Conditioning &amp; Ventilation, Fire Protection, Illumination, Oil handling system where ETC is in scope of bidder</u></p> <p>a. 90% of Ex-works value along with 100% taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies)</p> <ul style="list-style-type: none"> <li>- Receipted LR / RR</li> <li>- Excise invoice (where ED re-imburement is required)</li> <li>- Delivery Challan / Packing list (case wise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> <li>- Despatch Clearance given by BHEL (BHEL MICC)</li> <li>- Guarantee certificate,</li> <li>- All Test reports and inspection reports,</li> <li>- Performance Bank Guarantee copy.</li> </ul> <p>b. 5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>c. 5% of Ex-works value on successful completion of Erection, Testing, Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)</p> <p>Note: When ETC is not in scope last 5% as per (c) above shall be paid alongwith (b).</p> <p><u>Terms of payment for Type test charges:</u> 100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u> 100% payment against completion with taxes and duties on certification by BHEL site within 60 days from the date of receipt of clear invoice.</p>
4.	<p><b>INTEREST LIABILITY</b> In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p><b>GUARANTEE :</b> The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site. <b>&lt;FOLLOWING TO BE DELETED IN ALL ENQUIRY OTHER THAN ILLUMINATION PACKAGE&gt;</b> However for Illumination system after commissioning Lamps, Tubes, Ballast, Starters, Capacitors, Fuses will not be covered in Guarantee.</p>
6.	<p><b>PERFORMANCE BANK GUARANTEE :</b> <b>&lt;PBG CLAUSE TO BE REMOVED BEFORE ISSUE OF ENQUIRY FOR ITEMS FOR WHICH PBG IS NOT REQUIRED&gt;</b></p> <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><u>Option A</u> A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p><u>Option B</u> BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery and 3 months claim period extra, over and above 18 months. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.</p> <p><u>Option C</u></p>

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

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16.	<p><b>ARBITRATION :</b> All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.</p>
17.	<p><b>LEGAL SETTLEMENT :</b>  All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi</p>
18.	<p><b>SUBCONTRACTING :</b> In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.</p>
19.	<p><b>RISK PURCHASE :</b> In case the successful bidder fails to supply or fails to comply with the terms &amp; conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.</p>
20.	<p><b>ADJUSTMENT OF RECOVERY:</b> Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.</p>
21.	<p><b>FORCE MAJEURE CONDITION:</b> If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.</p>
22.	<p><b>MQP:</b> Vendor to submit approved MQP in-line with requirement of customer.</p>
23.	<p>BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation.</p>
24.	<p>Proposed Loading for commercial deviation will be as per annexure of loading criteria.</p>
25.	<p>Offer for "illumination Equipment for control room building" for both sites will be evaluated together however site-wise order may be placed.</p>

Signature of Bidder  
Seal

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

**Clause 1:**

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

**Clause 2: PRICES**

A.1.: Applicable.

**A.2.: Not applicable**

**B.1.: Applicable**

B.2. Not Applicable

B.3. Not applicable

**Clause 3: TERMS OF PAYMENT**

Terms for BOI is not applicable

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

**Clause 5: GUARANTEE: Same as per GTC.**

**Clause 6: PERFORMANCE BANK GUARANTEE: Same as per GTC**

**Clause 11: DELAYED DELIVERY:**

In case of delay in execution of order beyond the lot wise contractual delivery. LD shall be levied as follows:

- 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.

**Clause 16: ARBITRATION**

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

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

**Note:**

1. Vendor has to quote their best possible delivery plan in activity schedule.
2. VAT charged, if any shall be included for arriving at total cost to BHEL.
3. In case VAT is applicable, then Vendor has to give VAT invoice (irrespective of VAT benefit available or not)
4. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

**Pls refer RA guideline for Terms & Conditions of Reverse Auction.**

**5. Pre-Qualification Criteria:-**

**As Per Tender Documents.**

6. Offer acceptable subject to approval by customer.

**7. OFFER EVALUATION**

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

**8. LOADING CRITERIA:**

**Permissible commercial deviation & Loading Criteria:**

**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 Clause. No. 3 of Terms & Conditions for Indigenous Tender Enquiry, 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. **Loading shall be done on total cost to BHEL.**
- b) 60 days - No loading

**DELAYED DELIVERY:**

Any loading on LD clause shall be to the extent to which it is not agreed by bidder (at offered value).

**INTENDED BENEFITS FOR MSE SUPPLIERS:**

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure I) applicable for the year, certifying quantum of investment in plant & machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

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

**Clause 1:**

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

**Clause 2: PRICES**

A.1.: Applicable.

**A.2.: Not Applicable**

**B.1.: Applicable**

B.2. Not Applicable

B.3. Not applicable

C. Price Break up should consist of the following:

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

**Marine Freight and Insurance to be quoted separately**

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

**Clause 3: TERMS OF PAYMENT**

Terms for BOI is not applicable

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

LR to be read as Bill of Lading/AWB.

**Clause 5: GUARANTEE: Same as per GTC.**

**Clause 6: PERFORMANCE BANK GUARANTEE: Same as per GTC.**

**Clause 11: DELAYED DELIVERY:**

In case of delay in execution of order beyond the lot wise contractual delivery. LD shall be levied as follows:

- 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.

**Clause 16: ARBITRATION**

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

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

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**Note:**

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

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

**Pls refer RA Guideline for Terms & Conditions of Reverse Auction.**

3. **Pre-Qualification Criteria:-**

**As Per tender documents.**

4. Offer acceptable subject to approval by customer.

**OFFER EVALUATION**

- a) In case of offers from Indian vendors only - Evaluation shall be done on landed cost to BHEL.
  - b) In case of offers from foreign vendors only - Evaluation shall be done on CIF (discharge port) basis and PO shall be placed on FOB basis.
  - c) In case of offers from Indian and foreign vendors both - Evaluation shall be done on landed cost to BHEL
- 1- BHEL may arrange Marine shipment or exercise option for shipment by vendor at quoted F&I rates. BHEL reserves the right to place order either on FOB (load port) basis or CIF (Any Indian sea port- preferably Chennai) basis..
  - 2- For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part-I in case of two part bid) shall be considered.
  - 3- Following details regarding shipment shall also be mentioned to arrange logistics for the same-
    - a) No. of package.
    - b) Size and Weight (Net & Gross) of each package.
    - c) No. of containers required with type of container & size of container.
    - d) Type of cargo (Break Bulk/LCL/FCL).
    - e) Custom Tariff No.

**5. LOADING CRITERIA:**

**Permissible commercial deviation & Loading Criteria:**

**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 Clause. No. 3 of Terms & Conditions for Indigenous Tender Enquiry, 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 **Loading shall be done on total cost to BHEL.**
- b) 60 days - No loading

**DELAYED DELIVERY:**

Any loading on LD clause shall be to the extent to which it is not agreed by bidder (at offered value)

**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

**LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:**

1. 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" clause, loading to be done as follows:

- a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 5 % shall be considered for loading for the period of relaxation sought by the bidder.

60 days - No loading

**2. DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:**

Loading for not accepting this clause / accepting only on undelivered portion shall be the maximum amount specified in this clause. That is:-

In case of delay in execution of order beyond the lot wise contractual delivery, an amount of 1/3 % of total Ex-Works Value per week or part thereof subject to maximum of 10% of total Ex-Works value of P.O. will be withheld

3. GUARANTEE : Normally BHEE may not accept deviation against this clause and offer may be ignored on this deviation, however if the offered guarantee period is less than the tender guarantee period the ex-works prices shall be loaded for the difference in the period (higher of the difference with respect to guarantee required from date of delivery and date of commissioning) @ 2.5 % per year for number of months (fractional months to be rounded off to next higher).

GENERAL  
TECHNICAL REQUIREMENT

1. General:

1.1 The scope of bid envisages Establishment of 400 KV Sub station at complete in all respects including civil and electrical works and testing and commissioning of the SS.

1.2 **"ALL THE EQUIPMENTS /MATERIALS TO BE SUPPLIED SHOULD BE IN ACCORDANCE WITH RELEVANT LATEST / AMMENDED ISS /IEC, WHETHER IT HAS BEEN SPECIFICALLY MENTIONED IN THE SPECIFICATION OR NOT".**

1.3 TECHNICAL REQUIREMENT FOR SUPPLY OF SUB STATION EQUIPMENTS AND MATERIALS:

The bidders are requested to ensure that the equipments are procured from reputed / qualified manufacturers satisfying the following minimum requirement :

" The qualified manufacturer should have manufactured, Type tested and supplied at least 50% of the required quantity of the electrical equipment (400KV, 230KV & 110 KV) to Electricity Boards/Power Utilities in India in any one year during the last five years. The same should have been in satisfactory operation for a minimum period of two years as on date of technical bid opening. REGARDING SUPPLY OF 400/230 KV and 400/110 KV 3 phase auto transformers, the qualified manufacturer should have manufactured and supplied at least one number 400 KV auto transformer to Electricity Boards/Power Utilities in India during the last five years which should be satisfactory operation for a period of one year as on date of Technical bid opening. Further the qualified manufacturer should also have type tested the 400 KV, 230KV & 110KV equipments in a period of not less than 5 years as on date of technical bid opening or after opening of tender i.e) at the time of sub vendor approval from Government / Government recognised laboratories confirming to latest IS/IEC only. Also the bidder shall furnish backup guarantee for the equipments from the qualified manufacturer for satisfactory operation of the equipments for the entire guarantee period (36 months)".

The contractor shall also furnish drawings for the following:

All EQUIPMENTS and type of clamps, fittings hardwares, insulators, bus bar . These designs / drawing shall be got approved by the purchaser before commencing the manufacture / construction / erection and are to be as per latest IS.

**Certificate by Chartered Accountant on letter head**

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

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

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

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

Date.

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

**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.**

Sl. No.	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.

SL. No.	Terms & Conditions
3.0	<b><u>CONSUMABLES:</u></b>
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 us.
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.

Sl No.	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, service tax etc., 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 prevailing rate.
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.

Sl. No.	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 <b>120 days</b> from the date of opening.

We 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



**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:.....



**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.

Place: - .....

Date: - .....

Signature of the authorized representative of

Bidder's Name:.....

Designation:.....

Company Seal:.....



**ACTIVITY SCHEDULE**  
(FOR Tantransco, Thapagundu)

Sl. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	CUMULATIVE TIME IN WEEKS FROM LOI / PO DATE	REMARKS IF ANY
1.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Date sheet etc.			
2.	Approval of documents from BHEL / Customer *			
3.	Manufacturing time			
4.	Inspection call			
5.	Customer Inspection & Despatch Clearance			
6.	Dispatch			
7.	Transit Time to Destination			
8.	ETC Time			

- Note: 1) \* Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete/inadequate information shall be the responsibility of supplier.
- 2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
- 3) Qty. to be offered for Inspection should be in accordance within Delivery- schedule - lot BHEL reserves the right not to entertain multiple inspection calls for a Delivery- lot and delay on this account shall be the responsibility of Supplier.

Signature of Supplier  
Date:

**ACTIVITY SCHEDULE**  
**(FOR Tantransco, Anikadavu)**

SI. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	CUMULATIVE TIME IN WEEKS FROM LOI / PO DATE	REMARKS IF ANY
1.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Date sheet etc.			
2.	Approval of documents from BHEL / Customer *			
3.	Manufacturing time			
4.	Inspection call			
5.	Customer inspection & Despatch Clearance			
6.	Dispatch			
7.	Transit Time to Destination			
8.	ETC Time			

- Note: 1) \* 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.
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Signature of Supplier  
Date:

