Enquiry

Bharat Heavy Electricals Limited
Transmission Business Group
Materials Management

Project : PGCIL FATEHABAD(AGRA NEW)

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
124E229	09-Feb-15	0		342240251	Package		10-Mar-15	Proposed delivery plan: December-2015	As pe tech. spec. no.TB-376-510-003 Rev.01	

Document Enclosed

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

SN	Equipment	Phy Unit	Qty	Unit Exworks	Unit Packing	% ED	% CST	% VAT	% ST	Unit F&I	Plan Dt	Comments
1	765KV CAPACITIVE VOLTAGE TRANSFORMER (1-PHASE)	NO	12									SCOPE AND DETAILS OF MAIN ITEM/ SPARES/ SERVICES AS PER TECH SPEC TB-376-510-003
2	MANDATORY SPARES : 765KV , 1PH , 8800PF CVT ,COMPLETE IN ALL RESPECT EXCLUDING SUPPORT STRUCTURE, CLAMPS & CONNECTORS AND JUNCTION BOX.	NO	1									376
3	ADDITIONAL SPARES : 765KV , 1PH , 8800PF CVT ,COMPLETE IN ALL RESPECT EXCLUDING SUPPORT STRUCTURE, CLAMPS & CONNECTORS AND JUNCTION BOX	NO	3									
4	SUPERVISION OF ERECTION CHARGES	LOT	1									
5	SUPERVISION OF TESTING (OR PRE-COMMISSIONING) CHARGES	LOT	1									
6	SUPERVISION OF COMMISSIONING CHARGES	LOT	1									

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

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

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

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

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

OFFERS THROUGH E-MAIL / FAX:

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

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

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

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

For saving Excel file with password

Steps to be followed:

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

4. Then click on the OK button it will ask for reenter of the password.
5. After reentering the password click on the save box.

For saving Word file with password

Steps to be followed:

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

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

MSME STATUS

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

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

for BHARAT HEAVY ELECTRICALS LTD

We acknowledge the receipt of tender.

(a) The offer against subject enquiry shall be submitted by the scheduled date and time.

(b) We regret to quote. The item in reference is out of our manufacturing range.

(c) We regret because of our prior commitments.

(d) Any other reason.

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

Ph: 0120-6748477
Fax: 0120-6748581

Signature and Seal of Tenderer

Enquiry No : 124E229 **Enquiry Dt :** 09-Feb-15

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.	1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, otherwise offer may be rejected. 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 Bharat Heavy Electricals Limited Transmission Business Group Tower A, 5th Floor, Advant Navis IT Business Park, Plot No. 7, Sector-142, Expressway, Noida-201305 Distt. Gautam Buddha Nagar, U.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. 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. Both Part I and Part II bids are to be sealed in separate envelope and both envelops 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. 5. For any Technical clarification, please contact Mr. Alex Antony (Engineer) BHEL, TBG Phone : 0120 6748530 Fax : 0120-6748581 e-mail : alex@bhel.in For any commercial clarification please contact person issuing enquiry. 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.

Sr. No	Terms & Conditions
	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. **8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material** There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.
2.	**PRICES:** **<RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY>** **A.1.** Unless specifically indicated, all prices shall be **FIRM.** No enhancement of rate for whatever cause unless and until asked by BHEL will be allowed. **A.2. PVC (if indicated)** The prices to be quoted are with **PVC** with following formula. *<Formula>* 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. **B** The prices shall be quoted by the vendors considering following. **B.1.** Unless specifically indicated, the prices shall be on **Domestic basis.** **B.2. Deemed export (if indicated)** i) Prices are to be quoted considering following benefits: 1. ---------- 2. ---------- 3. ---------- ii) For availing above benefits, BHEL shall provide following documents. 1. ---------- 2. ---------- iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.

Sr. No	Terms & Conditions
	B.3. Physical export (if indicated) i) Prices are to be quoted considering following benefits 1. ---------- 2. ---------- ii) For availing above benefits BHEL shall provide following documents 1. 2. _____ **C**. The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:- **a) Ex-works Price:** Ex- works price including packing & forwarding charges. **b) Excise duty:** ED as applicable is to be quoted as percentage in both un-price and price bid. **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. **e) Entry tax / Octroi Charges:** Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment. **f) Freight & Insurance:** Freight and Transit Insurance for door delivery up to destination/store is to be quoted. **g) Type Test charges:** If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them. **h) Erection / Commissioning supervision charges:** If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them. Note : The purchase order shall be placed on Ex-works basis.
3.	**TERMS OF PAYMENT :** **<RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY>** <u>For BOIs (non package items)</u> 100% payment along with taxes, duties, Freight & Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies). - Receipted LR - Excise invoice (where ED re-imbursement is required) - Delivery Challan / Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - Despatch Clearance given by BHEL, - Guarantee certificate, - All Test reports and inspection reports, - Performance Bank Guarantee copy.

Sr. No	Terms & Conditions
	For BOPs : Air-Conditioning & Ventilation, Fire Protection, Illumination, Oil handling system where ETC is in scope of bidder a. 90% of Ex-works value alongwith 100% taxes, duties, Freight & Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies) - Receipted LR / RR - Excise invoice (where ED re-imbursement is required) - Delivery Challan / Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - Despatch Clearance given by BHEL, - Guarantee certificate, - All Test reports and inspection reports, - Performance Bank Guarantee copy. b. 5% of Ex-works value on completion of supplies as per billing breakup. 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) Note: When ETC is not in scope last 5% as per (c) above shall be paid alongwith (b). Terms of payment for Type test charges: 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. Terms of payment for Supervision charges: 100% payment against completion with taxes and duties on certification by BHEL site within 60 days from the date of receipt of clear invoice.
4.	**INTEREST LIABILITY** In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.
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. **<FOLLOWING TO BE DELETED IN ALL ENQUIRY OTHER THAN ILLUMINATION PACKAGE>** However for Illumination system after commissioning Lamps, Tubes, Ballast, Starters, Capacitors, Fuses will not be covered in Guarantee.
6.	**PERFORMANCE BANK GUARANTEE :** **<PBG CLAUSE TO BE REMOVED BEFORE ISSUE OF ENQUIRY FOR ITEMS FOR WHICH PBG IS NOT REQUIRED>** Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options. Option A 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.

Sr. No	Terms & Conditions
	Option B BG for 10% of the total Ex-works PO value, valid for 24 months from the date of first delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount. Option C Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 24 months from the date of first delivery. Note : For Shield wire, Earthing material, Cable gland, Cable Trench material, GI/PVC pipe, Hardwares, Al tube, MS Rod, Lable & phase colour disc, HG Fuse, Ferrule, Lug, Marker, Stationary, Office eqpt. and any petty / sundry purchase no Performance bank guarantee is required. The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM(Finance), TBG, BHEL.
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 / 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.
9.	**DESPATCH DOCUMENTS :** Following despatch documents are to be immediately sent to purchaser on despatch. - Copy of LR - Copy of delivery challan / packing list - Insurance certificate - Guarantee certificate
10.	**DELIVERY PERIOD:** 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. Note: LR date or Invoice date whichever is later shall be considered as delivery date.
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 5% 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

Sr. No	Terms & Conditions
	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.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.
16.	**ARBITRATION :** All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.
17.	**LEGAL SETTLEMENT :** All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi
18.	**SUBCONTRACTING :** In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.
19.	**RISK PURCHASE :** In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.
20.	**ADJUSTMENT OF RECOVERY:** Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
21.	**FORCE MAJEURE CONDITION:** If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.

Signature of Bidder
Seal

Following clauses of General Terms and Conditions (BHEL/TBG/GTC/02-07) are to be read as follows:

Clause 1:
2. Bid submission time: upto 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 BOP is not applicable
Terms for **BOI is applicable**

Documents for payment-
Original Endorsed LR and Material Receipt Certificate instead of Receipted LR
Dispatch clearance by BHEL means BHEL MICC

Clause 6: PERFORMANCE BANK GUARANTEE
Option A – As per General Terms and Conditions

Option B
BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery against PO. The claim period of 3 months shall also be required from the date of expiry of PBG, ie. over and above the guarantee period of 18 months. Total validity of PBG shall be for 21 months from the date of last delivery, i.e. inclusive of claim period. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.
Option C
Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of last delivery.

Clause 11: Delayed Delivery
a) In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total order Value per week or part there-of subject to maximum of 10% of total order value of P.O. will be withheld.
b) In case of staggered delivery schedule offered by vendor, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value.

Clause 16: ARBITRATION
The Arbitration shall be under "The Arbitration and Conciliation Act 1996". Place of Arbitration shall be New Delhi.

All remaining terms which are not mentioned here shall remain unchanged as per General Terms and Conditions (BHEL/TBG/GTC/02-07).

Note:

1. Supplier has to specifically indicate/ tick mark their preference for PBG out of the two options mentioned in clause no. 6 above.
2. In case VAT is applicable, then Vendor has to give VAT invoice (irrespective of VAT benefit available or not).

3. **Delivery requirement: December'15**, however, vendor has to quote their best possible delivery plan in activity schedule.

4. **Pre-Qualifying requirement (PQR):** As enclosed separately.

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:
loading on this clause shall be to the extent to which it is not agreed by the bidder.

Permissible Technical Deviations: No permissible Technical Deviation envisaged.

INTENDED BENEFITS FOR MSE SUPPLIERS:

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

REVERSE AUCTION:
BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid in the Reverse Auction. Non-submission of „online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
Pls refer Annexure-1 for Terms & Conditions of Reverse Auction.

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 with an option to convert it from FOB to CIF.

c) In case of offers from Indian and foreign vendors both - Evaluation shall be done on landed cost to BHEL.

Following clauses of General Terms and Conditions (BHEL/TBG/GTC/02-07) are to be read as follows:

Clause 1:
2. Bid submission time: upto 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 BOP is not applicable
Terms for **BOI is applicable**

Documents for payment-
LR to be read as Bill of Lading/AWB.
Dispatch clearance by BHEL means BHEL MICC

Clause 6: PERFORMANCE BANK GUARANTEE

Option A – As per General Terms and Conditions

Option B
BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery against PO. The claim period of 3 months shall also be required from the date of expiry of PBG, ie. over and above the guarantee period of 18 months. Total validity of PBG shall be for 21 months from the date of last delivery, i.e. inclusive of claim period. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.
Option C
Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of last delivery.

Clause 11: Delayed Delivery
a) In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total order Value per week or part there-of subject to maximum of 10% of total order value of P.O. will be withheld.
b) In case of staggered delivery schedule offered by vendor, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value.

Clause 16: ARBITRATION
The Arbitration shall be under "The Arbitration and Conciliation Act 1996". Place of Arbitration shall be New Delhi.

All remaining terms which are not mentioned here shall remain unchanged as per General Terms and Conditions (BHEL/TBG/GTC/02-07).

Note : -

1- Supplier has to specifically indicate / tick mark their preference for PBG out of the three options mentioned in clause no. 6 above.
2- **Delivery requirement: December'15**, however, vendor has to quote their best possible delivery plan in activity schedule.

3- **Pre- Qualifying requirement:** As enclosed separately.

4- **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:

Loading on this clause shall be to the extent to which it is not agreed by the bidder.

Permissible Technical Deviations: No permissible Technical Deviation envisaged.

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

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

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

6- **Price Break up** should consist of the following breakup :-

a- FOB port of Loading.

b- Marine Freight from load port to any Indian discharge port (preferably Chennai/Mumbai/Kolkata)

c- Marine Insurance from load port to any Indian discharge port (preferably Chennai/Mumbai/Kolkata)

Marine Freight and Insurance to be quoted separately. BHEL may arrange Marine Shipment or exercise option for shipment by vendor at quoted F&I rates.

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 with an option to convert it from FOB to CIF.

c) In case of offers from Indian and foreign vendors both - Evaluation shall be done on landed cost to BHEL.

8- Freight & Insurance from discharge port to site – BHEL's scope. Rates will be based on BHEL's applicable rate contract for arriving at landed cost to BHEL. However vendor may also quote for the same.

9- 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.

10- Following details regarding shipment shall also be mentioned in offer to arrange logistics for the same-

a) No. of package.
b) Size and Weight (Net & Gros s) 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.

All remaining terms which are not mentioned here shall remain unchanged

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Enquiry No.124E229 dated 09.02.2015 Due on 10.03.2015

PQR (PRE- QUALIFYING REQUIREMENT)

Technical Requirement-

The Technical qualifying requirement shall be as per Clause 3.0, Section-I of Technical Specification for 765kV CVT TB-376-510-003 Rev01

Commercial Requirement-

a. The vendor/ Manufacturer should have valid MQP number approved by POWERGRID.

b. New vendor, which is not registered with POWERGRID for 765kV class, has to be get themselves approved/registered from POWERGRID directly.

c. Vendor has to submit Powergrid's approval/registration letter to BHEL-TBG within 4 weeks from the date of techno-commercial bid opening.

d. Offer acceptance is subject to approval by customer (Powergrid).

Terms & Conditions of Reverse Auction

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Annexure - I

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 per the latest audited financial year …… 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

(Strike off whichever is not applicable)

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.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is …… (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

SCHEDULE OF PRICE (Part II) FOR INDIGENOUS BIDDERS ONLY

(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

Enquiry No.124E229 dated 09.02.2015 Due on 10.03.2015

S.No.	Description of Item	Unit	Unit qty	Unit Price Ex-works	Total Ex-Works	Unit F&I	Total F&I	ED @____ % of Column…	CST / VAT @____% of (Column...)	Service Tax @____ % of Column…	TOTAL (FOR Destination) PRICE (Rs.)
1	2	3	4	5	6	7	8	9	10	11	12
1	765KV CAPACITIVE VOLTAGE TRANSFORMER (1-PHASE	NO	12								
2	MANDATORY SPARES : 765KV , 1PH , 8800PF CVT ,COMPLETE IN ALL RESPECT EXCLUDING SUPPORT STRUCTURE, CLAMPS & CONNECTORS AND JUNCTION BOX.	NO	1								
3	ADDITIONAL SPARES : 765KV , 1PH , 8800PF CVT ,COMPLETE IN ALL RESPECT EXCLUDING SUPPORT STRUCTURE, CLAMPS & CONNECTORS AND JUNCTION BOX * (refer clause 3.1.a of tech. spec no.TB-376-510-003 Rev-01)	NO	3*								
4	SUPERVISION OF ERECTION CHARGES	LOT	1								
5	SUPERVISION OF TESTING (OR PRE-COMMISSIONING) CHARGES	LOT	1								
6	SUPERVISION OF COMMISSIONING CHARGES	LOT	1								
	TOTAL PRICE										

NOTE: 1.VENDOR TO INDICATE APPLICABLE LOCAL TAX/VAT WITHOUT AS ANY CONCESSIONAL FORMS FOR TRANSACTION WITHIN THE STATE.LOCAL TAX/VAT_____

2. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICE BLANKED) SHALL BE FURNISHED ALONGWITH TECHO-COMMERCIAL BID.
3. REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.
4. THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.
5.IN CASE OF CST, RATE AGAINST C FORM SHALL BE QUOTED.
6. Bidder has to mention "quoted" (in each cell) in unpriced bid

SIGNATURE AND SEAL
TENDERER

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

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

Enquiry No.124E229 dated 09.02.2015 Due on 10.03.2015

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
							Break up of CIF(Indian Sea port) rates						Breakup of Inland Transportation			
	Name of item	Tariff No.	Unit	Qty	Unit-CIF {Indian Sea port)}	Total -CIF {Indian Sea port)}.	Unit -FOB (Load port).	Total - FOB (Load port).	Unit-Sea Freight (upto indian Discharge port)	Total-Sea Freight (upto indian Discharge port)	Unit-Insurance(upto indian Discharge port)	Total-Insurance(upto indian Discharge port)	Unit-Freight (from Indian Discharge port to site)	Unit-Insurance (from Indian Discharge port to site)	Total-Freight (from Indian Discharge port to site)	Total-Insurance (from Indian Discharge port to site)
1	765KV CAPACITIVE VOLTAGE TRANSFORMER (1-PHASE		NO	12												
2	MANDATORY SPARES : 765KV , 1PH , 8800PF CVT ,COMPLETE IN ALL RESPECT EXCLUDING SUPPORT STRUCTURE, CLAMPS & CONNECTORS AND JUNCTION BOX.		NO	1												
3	ADDITIONAL SPARES : 765KV , 1PH , 8800PF CVT ,COMPLETE IN ALL RESPECT EXCLUDING SUPPORT STRUCTURE, CLAMPS & CONNECTORS AND JUNCTION BOX * (refer clause 3.1.a of tech. spec no.TB-376-510-003 Rev-01)		NO	3*												
4	SUPERVISION OF ERECTION CHARGES		LOT	1												
5	SUPERVISION OF TESTING (OR PRE-COMMISSIONING) CHARGES		LOT	1												
6	SUPERVISION OF COMMISSIONING CHARGES		LOT	1												
	Total															

NOTE-

Discharge Port:- Indian Sea Port - Chennai/ Mumbai/ Kiolkata. Pl explicitly mention your preference.

CIF (indian port) should be equal to "FOB(load port) + Sea Freight (upto indian Sea port) +Insurance(upto Indian Sea port)"

Load port to be mentioned by bidder .

No of package with Dimensions and type of cargo(/Break Bulk/LCL/FCL) and no. of container (with type of container) required-Is also to be mentioned by bidder.

Vendor has to mention tarrif no. against each item for custom duty purpose.

Bidder has to mention "quoted" (in each cell) in unpriced price bid

SIGNATURE AND SEAL
TENDERER

SCHEDULE OF COMMERCIAL DEVIATION

Enquiry No.124E229 dated 09.02.2015 Due on 10.03.2015

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

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

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

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

Note : 1. Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

2 Deviation mentioned in this schedule shall only be considered.

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

Signature of the authorised representative of

Place: ……

Date : ……

Bidder's name :……

Designation:……..

Company Seal:……

SCHEDULE OF TECHNICAL DEVIATION

Enquiry No.124E229 dated 09.02.2015 Due on 10.03.2015

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

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION
1		

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

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

Note : 1. Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

2 Devition mentioned in this schedule shall only be considered.

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

Signature of the authorised representative of

Place: …….

Date : ……

Bidder's name :…….

Designation:……..

Company Seal:…….

ACTIVITY SCHEDULE

(To be filled – up by the supplier)

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

Note : 1) For item at Sl. No. 4) Vendor to reply to all queries within 3 days.

2) For Sl. No. 5) Inspection call for entire lot to be issued 2 weeks in advance. Date given in call for inspection should be within the period indicated in "A" for completion of activity at Sl. No. 6.

3) Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.

2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.

3) Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of

Supplier

Date:

CHECKLIST

SCHEDULE OF INFORMATION TO BE FURNISHED WITH THE OFFER

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

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

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

The above checklist is verified for:-

Offer Ref. :

Equipment :

Submitted by : M/s

Project Reference. :

Signed with Seal ……..

Date ……..