

# Enquiry



Bharat Heavy Electricals Limited  
Transmission Business Group  
Materials Management

## Project : APGENCO RAYALSEEMA STAGE IV

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
344E161	12-Nov-14	0		342240053	Package		03-Dec-14	As per BHEL-TBG Terms and Conditions for indigenous tender enquiry with annexures.	As Per TECHNICAL SPECIFICATION (TB-344-553-505 Rev.1)	Engineer-TBMM

### Document Enclosed

- Technical Specifications
- Terms & Conditions for Indigenous Enquiry
- Activity Schedule
- Schedule of Commercial Deviation
- Schedule of Technical Deviation

SN	Equipment	Phy Unit	Qty	Plan Dt	Comments
1	DIFFUSERS, VOLUME CONTROL DAMPERS AND FIRE DAMPERS FOR ACVS PACKAGE	LOT	1		CONTRACT SHALL BE ON UNIT RATE BASIS. APPLICABLE TECHNICAL SPECIFICATION TB-344-553-505 REV. 01 IS ENCLOSED. BILL OF MATERIAL IS FURNISHED HEREWITH.
2	Al. Extruded Section Supply Air Diffuser ( SAD) with MS Black Painted Collar Damper, Size: 450 mm x 450 mm ( Neck Size )	No.	11		
3	Al. Extruded Section Supply Air Diffuser ( SAD) with MS Black Painted Collar Damper, Size: 375 mm x 375 mm ( Neck Size )	No.	3		
4	Al. Extruded Section Return Air Diffuser ( RAD) without Dampers, Size: 450 mm x 450 mm ( Neck Size )	No.	11		
5	Al. Extruded Section Return Air Diffuser ( RAD) without Dampers, Size: 375 mm x 375 mm ( Neck Size )	No.	3		
6	GI Volume Control Damper, Size: 1150 mm x 450 mm	No.	1		
7	GI Volume Control Damper, Size: 450 mm x 300 mm	No.	1		
8	Fire Damper with fusible link (UL marked) in GI construction, Size: 1500 mm x 500 mm	No.	1		
9	Fire Damper with fusible link (UL marked) in GI construction, Size: 1150 mm x 450 mm	No.	1		
10	Fire Damper with fusible link (UL marked) in GI construction, Size: 650 mm x 300 mm	No.	1		
11	Fire Damper with fusible link (UL marked) in GI construction, Size: 450 mm x 300 mm	No.	1		
12	Non return damper (NRD) fabricated from MS black painted sheet. Each NRD to be of maximum 0.4 sq. m. size. (Dimensions of NRD to suit the PAC unit supply air outlet matching with the particular make of PAC unit. Make of PAC unit will be confirmed later.)	No.	3		

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

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

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

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

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

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

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

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

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

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

#### For saving Excel file with password

Steps to be followed:

1. Click on the FILE option in XP system and Start sign in Vista system then go to SAVE AS option.
2. Select the location to save and Click on the TOOLS box and go to GENERAL OPTION.
3. It will ask for the password, type the password into open or modify box or both as required.
4. Then click on the OK button it will ask for 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 vendors who has sent offers with password, the passwords are to be forwarded to another email id: [supplierinfo@bhelindustry.com](mailto: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

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**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  
Dipak Kumar Mandal  
Dy General Manager  
BHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP  
TOWER-A, 5th Floor,  
Advant Navis IT Business Park,  
Plot No-7, Sector-142, Expressway Noida  
Noida-201305  
Distt. Gautam BudhNagar, U.P

Ph: 0120-6748134  
Fax: 0120-6748581

**Signature and Seal of Tenderer**

**Enquiry No : 344E161      Enquiry Dt : 12-Nov-14**

**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 and otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 02.00 PM of the due date of opening in</p> <p><b>Material Management, TBG/BHEL Tower-A ,5th floor, Advant Navis IT Business Park Plot No. 7, Sector-142, Expressway Noida, Noida- 201305</b></p> <p>3. The same shall be opened at 02.30 PM 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. S.K. Swain (Manager)</b> Tower-A ,5th floor, Advant Navis IT Business Park Plot No. 7, Sector-142, Expressway Noida, Noida- 201305 e-mail : <a href="mailto:skswain@bhel.in">skswain@bhel.in</a> Phone:0120-6748526</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> <p><b>7. Price bid submitted along with the bid shall remain valid up to validity of</b></p>

Sr. No	Terms & Conditions
	<p><b>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 PVC 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. unless specifically indicated, the prices shall be on Domestic basis.</b></p> <p><b>B.2. Deemed Export</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>
	<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.</b> The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p>

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

<b>Sr. No</b>	<b>Terms &amp; Conditions</b>
	<p>- Performance Bank Guarantee copy.</p> <p>b.5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>c. 5% of Ex-works value on successful completion of Erection, Testing, Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)</p> <p>Note: When ETC is not in scope last 5% as per (c) above shall be paid along with (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, whichever is earlier. The defective material / component shall be replaced free of cost at site.</p> <p><b>&lt;FOLLOWING TO BE DELETED IN ALL ENQUIRY OTHER THAN ILLUMINATION PACKAGE&gt;</b></p> <p>However for Illumination system after commissioning Lamps, Tubes, Ballast, Starters, Capacitors, Fuses will not be covered in Guarantee.</p>
6.	<p><b>PERFORMANCE BANK GUARANTEE :</b></p> <p><b>&lt;PBG CLAUSE TO BE REMOVED BEFORE ISSUE OF ENQUIRY FOR ITEMS FOR WHICH PBG IS NOT REQUIRED&gt;</b></p>
	<p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><u>Option A</u> A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p><u>Option B</u> BG for 10% of the total Ex-works PO value, valid for 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> 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,</p>

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

<b>16.</b>	<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.
<b>17.</b>	<b>LEGAL SETTLEMENT :</b> All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi
<b>18.</b>	<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.
<b>19.</b>	<b>RISK PURCHASE :</b> 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.
<b>20.</b>	<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.
<b>21.</b>	<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.
<b>22.</b>	<b>MQP:</b>  Vendor to submit approved MQP in-line with requirement of customer.
<b>23</b>	<b>Reverse Auction</b> <i>"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. Nonsubmission 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."</i>

Signature of Bidder  
Seal

**Annexure to GTC (BHEL/TBG/GTC/02-07) (For Indian Suppliers only)**  
TENDER ENQUIRY NO.344E161, DATE: 12.11.2014

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

**Clause 1:**

2. Bid submission time: up to 14:00 Hrs. of the due date of opening
3. Bid opening time: 14:30 Hrs. the due date of opening

**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**

**Clause 6: PBG is not applicable.**

**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.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value.

**Clause 16: ARBITRATION**

The Arbitration shall be under "The Arbitration and conciliation act 1996".

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**Note:**

1. Proposed delivery plan is by **01.01.2015**; however vendor has to quote their best delivery plan in activity schedule.
2. "MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EMI certificate along with CA certificate (Format enclosed as per Annexure – 1) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their 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".  
Any new supplier will be eligible for registration with BHEL as MSE supplier provided any of the following documents are submitted along with application for registration.

- Valid NSIC Certificate or
  - Entrepreneurs Memorandum part II (EM II) certificate (with deemed validity of 2 years) or
  - EM II certificate with CA certificate (as per prescribed format at annexure 1) applicable for the year, certifying that investment in Plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small), where the deemed validity of EM II is over.
  - However credentials of all MSE suppliers will be reviewed for giving the intended benefits for MSE Suppliers as per clause (ii) at the time of tender evaluation.
3. 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.

#### **4. Excise duty, Sales Tax & Service Tax:**

##### **i) Vendor's factory/works supplied items:-**

For the above vendor's factory/works supplied items vendor shall be required to indicate specific rate of Excise Duty applicable (with Excise Duty tariff category no.). The Excise Duty shall be reimbursed on his factory supplied item against requisite documentary evidence. The invoice cum excise duty gate pass for these items should contain the name of ultimate consignee as specified in the order/contract. Sales Tax/VAT rate should be clearly indicated by vendor separately for the above items for getting reimbursement from purchaser.

##### **ii) Vendor's bought out (Not vendor's factory/work's supplied items):-**

No excise duty shall be payable by BHEL on inputs, bought out items, raw materials and components consigned directly to site from sources other than vendor's factory/works. The ex-works price of these items should be inclusive of duties and no statutory variation/reimbursement shall be permissible. Sales Tax/VAT on direct sales by seller /contractor to the purchaser shall be reimbursed if the same is indicated as extra. For this purpose vendor shall have to indicate the applicable rate in his price bid. If the Sales Tax/VAT is indicated as inclusive in ex-works prices it will not be eligible for reimbursement/variation from BHEL.

##### **iii) Service Tax shall be payable extra as per actual prevailing rate, if indicated extra.**

#### **5. PQR for APGENCO Rayalseema Project shall be applicable.**

#### **SPECIAL INSTRUCTIONS:**

- Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.

**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

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

**Annexure to GTC (BHEL/TBG/GTC/02-07) (For Foreign Suppliers only)**  
TENDER ENQUIRY NO.344E161, DATE: 12.11.2014

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

**Clause 1:**

2. Bid submission time: up to 14:00 Hrs. of the due date of opening
3. Bid opening time: 14:30 Hrs. the due date of opening

**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**

**LR to be read as Bill of Lading/AWB**

Terms for BOP is not applicable

**Terms for BOI is applicable**

**Clause 6: PBG is not applicable.**

**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.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value.

**Clause 16: ARBITRATION**

The Arbitration shall be under "The Arbitration and conciliation act 1996".

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**Note:**

1. Proposed delivery plan is by **01.01.2015**; however vendor has to quote their best 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.

3. Price Break up should consist of the following breakup
  - a- FOB port of Loading.
  - b- Marine Freight from load port to discharge port i.e. any Indian port.
  - c- Marine Insurance from load port to discharge port i.e. any Indian port.

**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.

Vendor to also quote for freight & Insurance from discharge port to site.

However BHEL may include transportation and/or Insurance from discharge port to site in its scope. Rates will be based on BHEL's applicable rate contract for arriving at landed cost to BHEL.

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

4. **If Custom clearance is in BHEL's scope, all applicable taxes and duties etc shall be loaded, if required, for arriving at landed cost to BHEL.**
5. **PQR for APGENCO RAYALSEEMA Project shall be applicable.**

**SPECIAL INSTRUCTIONS:**

- **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**

**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

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



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**  
**(SEPARATE ACTIVITY SCHEDULE TO BE FILLED-UP FOR EACH PROJECT BY THE SUPPLIER)**

Sl. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	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 & Dispatch Clearance		
6.	Dispatch		

- 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:

**PQR**

TENDER ENQUIRY NO.344E161, DATE: 12.11.2014

**DIFFUSERS & DAMPERS FOR APGENCO RAYALSEEMA PROJECT**

- (1)** "The bidder should have supplied similar equipment of same or higher capacity to Electricity Boards, Power Utilities, and installations such as power plants, substations, refineries, fertilizer plants or other industrial or commercial installations 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."
  
- (2)** Final acceptance of offer shall be subject to vendor approval from APGENCO/Customer. Price Bid will be opened/ RA will be conducted as the case may be, only for those bidders in respect of which vendor approval is received from APGENCO.

**Terms & Conditions of Reverse Auction**

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

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

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

**Certificate by Chartered Accountant on letter head**

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

Further verified from the Books of Accounts that the investment of the company as 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 (For Indian vendors only) (Part II)**

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

**TENDER ENQUIRY NO.344E161, DATE: 12.11.2014**

S.No.	Description of Item	Unit	Quantity	Unit Price Ex-works (Rs.)	Total Ex-Works (Rs.)	Unit F & I upto Site (Rs.)	Total F & I (Rs.)	ED @ ___ % of Col6 (Rs.)	CST / ST/VAT @ ___ % of (Col 6+9) (Rs.)	TOTAL (FOR Destination) (Col. 6+8+9+10) PRICE (Rs.)
1	2	3	2	5	6	7	8	9	10	11
i	Al. Extruded Section Supply Air Diffuser ( SAD) with MS Black Painted Collar Damper, Size: 450 mm x 450 mm ( Neck Size )	Nos	11							
ii	Al. Extruded Section Supply Air Diffuser ( SAD) with MS Black Painted Collar Damper, Size: 375 mm x 375 mm ( Neck Size )	Nos	3							
iii	Al. Extruded Section Return Air Diffuser ( RAD) without Dampers, Size: 450 mm x 450 mm ( Neck Size )	Nos	11							
iv	Al. Extruded Section Return Air Diffuser ( RAD) without Dampers, Size: 375 mm x 375 mm ( Neck Size )	Nos	3							
v	GI Volume Control Damper, Size: 1150 mm x 450 mm	Nos	1							
vi	GI Volume Control Damper, Size: 450 mm x 300 mm	Nos	1							
vii	Fire Damper with fusible link (UL marked) in GI construction, Size: 1500 mm x 500 mm	Nos	1							
viii	Fire Damper with fusible link (UL marked) in GI construction, Size: 1150 mm x 450 mm	Nos	1							
ix	Fire Damper with fusible link (UL marked) in GI construction, Size: 650 mm x 300 mm	Nos	1							
x	Fire Damper with fusible link (UL marked) in GI construction, Size: 450 mm x 300 mm	Nos	1							
xi	Non return damper (NRD) fabricated from MS black painted sheet. Each NRD to be of maximum 0.4 sq. m. size. (Dimensions of NRD to suit the PAC unit supply air outlet matching with the particular make of PAC unit. Make of PAC unit will be confirmed later.)	Nos	3							
				Total						

**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 TECHNO-COMMERCIAL BID.**

**3. REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.**

**4. THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNITS ONLY.**

**5.IN CASE OF CST RATE AGAINST 'C' FORM SHALL BE QUOTED.**

**SIGNATURE AND SEAL OF TENDERER**

**SCHEDULE OF PRICE (For Foreign vendors only) (Part II)**

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

**TENDER ENQUIRY NO.344E161, DATE: 12.11.2014**

A Sr. No.	B Name of item	C Tariff No.	D Qty	E Unit-CIF (Indian Sea port-----)}	F Total -CIF (Indian Sea port-----).	G Break up of CIF (Indian 'Any' Sea port) rates						M Breakup of Inland Transportation													
						G		H		I		J		K		L		M		N		O		P	
						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	Al. Extruded Section Supply Air Diffuser ( SAD) with MS Black Painted Collar Damper, Size: 450 mm x 450 mm ( Neck Size )		11 nos																						
	Al. Extruded Section Supply Air Diffuser ( SAD) with MS Black Painted Collar Damper, Size: 375 mm x 375 mm ( Neck Size )		3 nos																						
	Al. Extruded Section Return Air Diffuser ( RAD) without Dampers, Size: 450 mm x 450 mm ( Neck Size )		11 nos																						
	Al. Extruded Section Return Air Diffuser ( RAD) without Dampers, Size: 375 mm x 375 mm ( Neck Size )		3 nos																						
	GI Volume Control Damper, Size: 1150 mm x 450 mm		1 nos																						
	GI Volume Control Damper, Size: 450 mm x 300 mm		1 nos																						
	Fire Damper with fusible link (UL marked) in GI construction, Size: 1500 mm x 500 mm		1 nos																						
	Fire Damper with fusible link (UL marked) in GI construction, Size: 1150 mm x 450 mm		1 nos																						
	Fire Damper with fusible link (UL marked) in GI construction, Size: 650 mm x 300 mm		1 nos																						
	Fire Damper with fusible link (UL marked) in GI construction, Size: 450 mm x 300 mm		1 nos																						
2	Non return damper (NRD) fabricated from MS black painted sheet. Each NRD to be of maximum 0.4 sq. m. size. (Dimensions of NRD to suit the PAC unit supply air outlet matching with the particular make of PAC unit. Make of PAC unit will be confirmed later.)		3 nos																						
Total																									

**NOTE-**  
**Discharge Port:- Indian Sea Port (Any Indian port)**  
**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 tariff no. against each item for custom duty purpose.**  
**Bidder has to mention quoted (in each cell) in unpriced price bid**  
**Currency to be mentioned otherwise it will be considered in Indian Rs.**

SIGNATURE AND SEAL OF TENDERER