

| SN | Equipment | Phy Unit | Qty | Unit Exworks | % ED | % CST | Unit F&I | Plan Dt | Comments |
|----|--|----------|------|--------------|------|-------|----------|---------|----------|
| 7 | EPAX (24/8) | Nos. | 4 | | | | | | |
| 8 | 2 Wire telephone sets | Nos. | 30 | | | | | | |
| 9 | 4 Wire telephone sets | Nos. | 30 | | | | | | |
| 10 | H.F. Cable | m | 4000 | | | | | | |
| 11 | 5-Pair armored Telephone cable | m | 4000 | | | | | | |
| 12 | Single pair unarmored telephone cable | m | 1000 | | | | | | |
| 13 | Services: System Engineering | Lot | 1 | | | | | | |
| 14 | Services: Supervision of Installation and Pre commissioning (Panel wise) | Nos. | 20 | | | | | | |
| 15 | Services: Commissioning & Testing (Link wise) | Nos. | 5 | | | | | | |

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 vendors 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
V.S Kagra

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: 0120-6748483
Fax: 0120-6748581

Enquiry No : 144E049 **Enquiry Dt :** 21-Jun-14

Signature and Seal of Tenderer

**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, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 2.00 PM of the due date of opening in Tender Box Material Management Division, Transmission Business Group, Tower – A, 5th Floor, Advant Navis IT Business Park, Plot No. 7, Sector-142, Expressway Noida, Noida-201305 Distt. Gautam Budh Nagar (U.P.)</p> <p>3. The same shall be opened at 2.30 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 Mr. Balaji Aiyer (Dy. Manager) 5th Floor, Advant Navis IT Business Park, Plot No. 7, Sector-142, Expressway Noida, Noida-201305 e-mail : balaji@bhel.in Ph: 0120-6748435</p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> |

| Sr. No | Terms & Conditions |
|--------|---|
| | <p>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>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.</p> |
| 2. | <p>PRICES:</p> <p><RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY></p> <p>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.</p> <p>A.2. PVC (if indicated) The prices to be quoted are with PVC with following formula.</p> <p><i><Formula></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 The prices shall be quoted by the vendors considering following.</p> <p>B.1. Unless specifically indicated, the prices shall be on Domestic project basis.</p> <p>B.2. Deemed export (if indicated)</p> <p>i) Prices are to be quoted considering following benefits:</p> <ol style="list-style-type: none"> 1. ----- 2. ----- 3. ----- <p>ii) For availing above benefits, BHEL shall provide following documents.</p> <ol style="list-style-type: none"> 1. ----- 2. ----- <p>iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.</p> |

| Sr. No | Terms & Conditions |
|--------|---|
| | <p>B.3. Physical export (if indicated)</p> <p>i) Prices are to be quoted considering following benefits</p> <p>1. -----</p> <p>2. -----</p> <p>ii) For availing above benefits BHEL shall provide following documents</p> <p>1.</p> <p>2.</p> <hr/> <p>C. The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p> <p>a) Ex-works Price: Ex- works price including packing & forwarding charges.</p> <p>b) Excise duty: ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p>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.</p> <p>e) Entry tax / Octroi Charges: Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p>f) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p>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.</p> <p>h) Erection / Commissioning supervision charges: 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>TERMS OF PAYMENT :</p> <p><RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY></p> <p><u>For BOIs (non package items)</u></p> <p>100% payment along with taxes, duties, Freight & 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"> - Receipted LR - Excise invoice (if applicable) - Delivery Challan / Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - MICC issued by BHEL, - Guarantee certificate, - Copy of Performance Bank Guarantee. <p><u>For BOPs : Air-Conditioning & Ventilation, Fire Protection, Illumination, Oil handling</u></p> |

| Sr. No | Terms & Conditions |
|---------------|---|
| | <p><u>system where ETC is in scope of bidder</u></p> <p>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)</p> <ul style="list-style-type: none"> - Receipted LR / RR - Excise invoice (where ED re-imburement 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. <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 Supervision charges:</u> 100% payment with taxes and duties against completion of supervision activities on certification by BHEL site within 60 days from the date of receipt of clear invoice.</p> |
| 4. | <p>INTEREST LIABILITY In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p> |
| 5. | <p>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.</p> |
| 6. | <p>PERFORMANCE BANK GUARANTEE :</p> <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p>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.</p> <p>Option B: BG for 10% of the total Ex-works PO value, valid for 18 months from the date of PO delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount. The PBG is to be kept valid for 18 months from the last item's delivery date of the PO.</p> <p>Note: The claim period of the BG should be 3 months over and above the validity of the BG as above.</p> <p>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</p> |

| Sr. No | Terms & Conditions |
|--------|--|
| | <p>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.</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>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.</p> |
| 8. | <p>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.</p> <p>Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p> |
| 9. | <p>DESPATCH DOCUMENTS : Following despatch documents are to be immediately sent to purchaser on despatch.</p> <ul style="list-style-type: none"> - Copy of LR - Copy of delivery challan / packing list - Insurance certificate - Guarantee certificate |
| 10. | <p>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. <u>Note:</u> LR date or Invoice date whichever is later shall be considered as delivery date.</p> |
| 11. | <p>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.</p> |
| 12. | <p>VALIDITY : The offer shall be valid for 120 days from the due date of opening.</p> |
| 13. | <p>ACCEPTANCE / REJECTION OF TENDER : BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.</p> |
| 14. | <p>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.</p> |
| 15. | <p>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.</p> |
| 16. | <p>ARBITRATION : All cases of disputes emanating from and relating to this contract, the matter shall be</p> |

| Sr. No | Terms & Conditions |
|---------------|---|
| | 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 Conciliation 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. |
| 22. | REVERSE AUCTION : BHEL shall reserve the right to exercise an option for "reverse auctioning" if required |

Signature of Bidder

Seal

Mentioned clauses of General Terms and Conditions 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: 02:30 PM on the same day.

Clause 2: PRICES

A.1.: Applicable

A.2.: Not applicable

B.2.: Not Applicable.

B.1. Applicable

Tax/Duties: ED & CST are applicable and payable to vendor.

B.3. Not applicable

Clause 3: TERMS OF PAYMENT

Terms for BOP is not applicable.

Terms for BOI is applicable.

Clause 6: PERFORMANCE BANK GUARANTEE

In case the Ex-works value exceeds INR 2 Crores, the Option-A: Rolling BG shall not be applicable.

Documents for payment:

1. Invoice, 2. Proof of material receipt (Receipted LR), 3. Guarantee Certificate, 4. Insurance certificate, 5. Packing list, 6. Delivery Challan, 7. BHEL MICC, 8. Performance BG copy.

Clause 16: ARBITRATION

The arbitration shall be under '**The Arbitration and Conciliation act 1996**'.

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.

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.

SPECIAL INSTRUCTIONS:

- **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**
- **PQR:** The bidder whose PLCC panels are offered should have designed, manufactured, tested, supplied and commissioned at least 10 Nos. of PLC terminals for 220 kV System or above in a single contract in last 5 years and the same should be in successful operation for at least 2 (two) years as on the date of bid opening.
- **Price bid shall be opened after vendor approval from BHEL/Customer.**

Note:

1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of the two options (A, B or C) mentioned in clause no. 6 of the General terms and conditions (BHEL/TBG/GTC/02-07).
2. Proposed delivery plan is August-2014; however vendor has to quote their best delivery plan in activity schedule.
3. "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.
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.

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

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

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: 02:30 PM on the same day.

Clause 2: PRICES

A.1.: Applicable

A.2.: Not applicable

B.2.: Not Applicable.

B.1. Applicable

Tax/Duties: ED & CST are applicable and payable to vendor.

B.3. Not applicable

Clause 3: TERMS OF PAYMENT

LR to be read as Bill of Lading/AWB.

Terms for BOP is not applicable

Clause 6: PERFORMANCE BANK GUARANTEE

In case the Ex-works value exceeds INR 2 Crores, the Option-A: Rolling BG shall not be 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.

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 15: DEVIATION

The bids having deviation(s) w.r.t tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.

Clause 16: ARBITRATION

The arbitration shall be under 'The Indian Arbitration and Conciliation act 1996'.

SPECIAL INSTRUCTIONS:

- **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**
- **PQR:** The bidder whose PLCC panels are offered should have designed, manufactured, tested, supplied and commissioned at least 10 Nos. of PLC terminals for 220 kV System or above in a single contract in last 5 years and the same should be in successful operation for at least 2 (two) years as on the date of bid opening.
- **Price bid shall be opened after vendor approval from BHEL/Customer.**

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

Note :-

1. Supplier has to specifically indicate / tick mark their preference for PBG out of the two options (A, B or C) mentioned in clause no. 6 of General Terms and Conditions (BHEL/TBG/GTC/02-07) i.e. Performance Bank Guarantee.
2. Proposed delivery plan is August-2014; however vendor has to quote their best delivery plan in activity schedule.
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.
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.

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

5. LOADING CRITERIA FOR 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

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.

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.

Freight and Insurance to be quoted separately.

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.

SCHEDULE OF COMMERCIAL DEVIATION

Enquiry. No.144E049

Dated 21.06.2014

The following are the deviations/ 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 General 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.

Place:

Date :

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

SCHEDULE OF TECHNICAL DEVIATION

Enquiry. No.144E049

Dated 21.06.2014

The following are the deviations/ 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 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.**

Place:
Date :

Signature of the authorised representative of
Bidder's name :.....
Designation:.....
Company Seal:.....

Un-Priced SCHEDULE (For Indian vendors only) (Part II)

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

ENQUIRY NO: 144E049 Dtd: 21.06.2014

| | S.No. | Description of Item | Unit | Quantity | Unit Price Ex-works | Total Ex-Works | Unit F & I | Total F & I | ED | CST / ST @____% of (Col 6+9) | TOTAL (FOR Destination) PRICE (Rs.) |
|--|-------|---------------------|------|----------|------------------------|-------------------|---------------|-------------|----|------------------------------------|---|
| | 1 | 2 | 3 | | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

- 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.

TENDERER

ENQUIRY NO. 144E049

Date: 21.06.2014

ACTIVITY SCHEDULE

(To be filled - up by the supplier)

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

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

ENQUIRY NO. 144E049

Dated: 21.06.2014

BHEL/TBG/SO1/01

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