

**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.	<p>Standard Terms & Conditions TENDER ENQUIRY NO. 235E199 DATED : 12 – OCTOBER - 2015 DUE DATE : 06 – NOVEMBER - 2015</p>
1.	<p>INSTRUCTION TO BIDDERS:</p> <p>a) 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 shall be liable for rejection.</p> <p>b) The tenders are invited and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at https://bheleps.buyjunction.in.</p> <p>Foreign and indigenous vendors participating through open tenders/limited tender (Through E-procurement system) will necessarily have to buy Class-III digital certificates (DSCs) issued by certifying agencies in India.</p> <p>Procedure of getting obtaining DCSs can be down loaded from <u>Important Links</u> on link http://www.bhel.com/tender/tender_home.php or may be obtain from concern executive through email request.</p> <p>Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.</p> <p>In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at 033-6601 1717 or BHEL representative. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.</p> <p>c) Bids are to be submitted in Two parts:</p> <p>i) Techno-commercial bid (Part-I): A copy of price bid (Part-II) "without prices" is also to be enclosed in Part-I bid.</p> <p>ii) Bidder to strictly ensure submitting the price bids in BHEL format of Rate Contract or as per project requirement.</p> <p>iii) Price bid (Part-II): To be submitted only in one copy separately. This should not contain any Technical or Commercial Terms. The rates should be quoted both in</p>

<p>Sr. No.</p>	<p>Standard Terms & Conditions TENDER ENQUIRY NO. 235E199 DATED : 12 – OCTOBER - 2015 DUE DATE : 06 – NOVEMBER - 2015</p> <p>figures and words. In case of any difference between figures and words, the quoted rate in words shall prevail over figure. Further in case of difference between unit rate & total price, unit rate in words shall prevail over total price.</p> <p>e) “BHEL reserves the right to go for Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation”.</p> <p>f) For any technical clarification please contact :</p> <p>Mr. T. Tirupathi Reddy – Engineer (TBEM), Ms. Aruna Gulati – AGM (TBEM)</p> <p>TBG, BHEL, Advant Navis Business park, Tower A 5th Floor, Sector- 142, Greater Noida Expressway, UP -201305</p> <p>E-mail : ttreddy@bhel.in, arunag@bhel.in</p> <p>Tel No 0120 – 6748511, 6748136</p> <p>For any commercial clarification please contact official below :</p> <p>Shri Himanshu Kanaskar, Dy. Manager (TBMM), TBG, BHEL, Advant Navis Business park, Tower A 5 th Floor, 7 , Sector- 142, Greater Noida Expressway, UP -201305</p> <p>Email: scshivhare@bhel.in, kanaskar@bhel.in Tel No 0120- 6748471, 8532</p> <p>g) Price bid should contain only rates / prices, otherwise bid shall be liable for rejection.</p> <p>h) 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. Withdrawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>i) Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material: NOT APPLICABLE</p>
<p>2.</p>	<p>PRICES:</p> <p>A. <u>Prices shall be on FIRM basis.</u></p> <p><u>Project Status: Non Mega, No Tax benefit is applicable for this project.</u></p> <p>B. The prices shall be quoted on domestic basis.</p> <p>C. The prices are to be quoted on FOR (Destination) basis. The break-up of prices shall be as under : -</p> <p>a) Ex-works Price: Ex-Works price including packing & forwarding Charges.</p> <p>b) Excise Duty : As applicable to be quoted extra as percentage in un-priced and price bid.</p> <p>c) Sales Tax: ST / VAT / CST (against C form) as applicable to be quoted extra as</p>

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	<p>percentage in un-priced and price bid. In case of inter-state sale-in-transit supplier/vendor will have to provide E1/E2 form.</p> <p>d) Entry tax / Octroi Charges: Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p>e) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p>f) 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>g) 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>100% payment along with taxes, duties, Freight & Insurance within 60 days from the date of receipt of complete invoice in TBG, BHEL with following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> • Receipted LR & Material Receipt Confirmation (MRC) from site • Excise invoice (where ED re-imburement is required) • Packing List (Case-wise) • Copy of Contract Performance Bank Guarantee • Transit insurance Certificate from insurance Co or intimation of Transit Insurance duly endorsed by insurance Co. • MICC issued by BHEL • Guarantee Certificate
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 material receipt at destination or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.</p>
6.	<p>PERFORMANCE BANK GUARANTEE: 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 24 months from the date of first</p>

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	<p>delivery. 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 24 months from the date of first delivery.</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 Nationalized Bank. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL</p>
7.	FINAL ENGINEERING DOCUMENTATION: Final documentation as called in the specification is to be submitted within 3 months from the date of dispatch of material.
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 or website only, with an advance notice of 15 days. Vendor shall forward all inspection and test reports for issue of MICC by BHEL. Road Permit Form request should also be given along with Inspection call.
9.	DESPATCH DOCUMENTS: Following despatch documents are to be immediately sent to purchaser on despatch: <ul style="list-style-type: none"> • Copy of Invoice and LR • Packing List (Case-wise) • Insurance Certificate
10.	DELIVERY PERIOD: Bidder to specify delivery period in weeks from the date of LOI/PO. Vendor to quote their best possible delivery plan in activity schedule to meet the tender's delivery requirement. In case, BHEL's delivery requirement are not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right no to consider the offer of such vendor(s). 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 thereof subject to maximum of 10% of total Ex-Works Value of P.O. will be levied.
12.	VALIDITY: The offer shall be valid for 120 days from the due date of opening.

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13.	ACCEPTANCE / REJECTION OF TENDER: BHEL reserves the right to reject in full or part, any or all tenders without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.
14.	EVALUATION: Comparative statement shall be prepared based on quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.
15.	DEVIATION: The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer as per Loading Criteria for identified deviations mentioned in clause No. 22.
16.	ARBITRATION: All cases of disputes emanating from and relating to this contract 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 Conciliation Act 1996' and the rules thereunder 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 arbitrator shall give a reasoned award. The decision of the arbitrator shall be final & binding upon both the parties. The venue of arbitration shall be Delhi.
17.	LEGAL SETTLEMENT: All suits/claims in respect of this contract shall be in the courts having jurisdiction at 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 / vendor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier / vendor 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.

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22.	LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON: <u>22.1.TERMS OF PAYMENT:</u> If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per “Terms of Payment” at sr. No. 3 above, loading to be done as follows: a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. b) 60 days - No loading <u>22.2. DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</u> Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause. <u>22.3 GUARANTEE:</u> Normally BHEL will not accept deviation against this clause and offer may be ignored on this deviation, however If the offered guarantee period is less than the tender guarantee period the ex- works prices shall be loaded for the difference in the period (higher of the difference with respect to guarantee required from date of delivery and date of commissioning) @ 2.5 % per year for number of months(fractional months to be rounded off to next higher)
23.	QUANTITY VARIATION: Quantity may change to the order of +/- 30% during contract stage as well as completion of execution of purchase order.
24.	TECHNICAL SPECIFICATION : TB-343-509-064A Rev. 00
25.	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.
26.	PRE QUALIFYING CRITERIA FOR OPEN TENDER : Qualifying requirement shall be as follows : <i>“Manufacturer whose copper earthing material is offered should have complete process of design, manufacturing and testing facility at their works”.</i>
27.	1. Final acceptance of Vendor is subject to POWERGRID approval. Bidders are required to take POWERGRID approval in line with PQR & Price bid will be opened only after confirmation of Vendor Approval from POWERGRID. Those bidders who fail to get POWERGRID approval will be rejected. In case of Reverse Auction / Price bid opening, only customer approved vendors shall be considered. Bidders are required to give the proof of their registration / approval with PGCIL along with their offer or after them

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	<p>getting registered with PGCIL.</p> <p>2. Bidder will be given maximum 30 Days' time form the Date of Techno-commercial bid opening for getting themselves approved / registered from PGCIL. In case the bidders are not able to secure Vendor Approval from PGCIL within this time, BHEL will reserve the right to reject offers of such bidders without further notice.</p>

Seal of the bidder

Signature of the bidder

Certificate by Chartered Accountant on letter head

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

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

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

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

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.

*This sample checklist is only for the benefit of prospective bidders/ suppliers to obtain Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificates (DSCs). **For actual requirement of documents and procedure to be followed, the authorized Certifying Authority in India shall be contacted by the applicants. Further details available on <http://www.cca.gov.in>.***

Proofs and checklist for the certificates with organization name (for Indian Applicants)

- One self-attested recent Photograph of the applicant (only Passport size photo accepted)
- All mandatory columns should be clearly filled
- Mobile number and valid email ID are must
- The Company address should be written in the application form
- Applicant's signature is must in section 3
- If the applicant is a Director or Partner or Proprietor
 - Signature with seal/ stamp in Section 3 is mandatory
 - Self-attestation with seal/ stamp is mandatory in the company proofs
- If the applicant is not a Director or Partner or Proprietor
 - Signature with seal/ stamp from the Director or Partner or Proprietor in Section 4 is mandatory - valid authorisation letter from authorised signatory of the organization
- If the applicant is the Authorised signatory of the organisation
 - Self-attestation of the applicant along with the attestation of the Director or Partner or Proprietor is mandatory in all the company proofs - valid authorisation letter to be attached
- All the proofs including the company proofs should be valid, clear and self-attested
- Signature and address mentioned in the application form should match with the attached proofs

Note: The applicant should contact LRA (Local Registering Authority) nearest to their coordinates to enable LRAs to conduct physical verification for faster delivery of DSCs.

Applicant's identification proofs (any one of the following proofs attested by gazetted officer or bank manager or post master. In case of bank statement, attestation only from the same banker):

Identification proof:

- PAN card
- Passport
- Driving License
- Signature verification letter from banker

Residential Address proof:

- Passport
- Driving License
- Voters ID
- Aadhar card
- Latest bank statement with transaction
- Latest telephone bill
- Vat / sales tax certificate
- Latest Electricity / water bill latest by 3months
- Ration card

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Organization proofs (any one of the following proofs attested by a company Secretary (who is in employment) or Director or partner or proprietor with organization seal)

Company

- Certificate of incorporation (1st page)
- In case of public limited company certificate of commencement of business
- In case the above certificates contain the address of the company, the same can be taken as address proof also

Partnership firm

- Partnership deed
- If the deed contains the address of the firm, the same can be taken as address proof also

Sole proprietorship firm

- Sales tax or VAT certificate
- Latest IT Return copy
- Service tax certificate

Organization Address Proof (any one of the following proofs attested by a company Secretary (in employment) or Director or partner or proprietor with organization seal. In case of bank statement, attestation must be done only by the same banker)

- Latest telephone bill not exceeding 3 months
- Bank statement attested by banker latest by 3 months

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Proofs and checklist for the certificates with organization name (for Foreign Applicants)

Identification and address proofs

- One self-attested recent photograph of applicant authorised by the organization (only passport size photograph accepted)
- Identification and address proofs must be attested by the Indian EMBASSY at the country of the applicant
- Self-attestation is mandatory on all the proofs
- Signature and address in the application form should match with those in the proofs

Company Proof

- The document of registration like certificate of incorporation or establishment proof or licence which is applicable in the concerned country must be self-attested by the applicant and counter-attested by the Indian EMBASSY of the country of origin
- If the applicant is a Director
 - All the rules as mentioned in section 3 of the application are to be followed
- If the applicant is the Authorised signatory of the organisation
 - All the rules as mentioned in section 4 of the application are to be followed
 - All the proofs must be self-attested by the applicant
- If the applicant is not Authorised signatory of the organisation
 - Authorisation letter duly signed by authorised signatory along with Identification proof of the Authorized signatory to validate the signature
- If the proofs are in foreign language, they must be translated to English

Note: Company proofs also must be self-attested by the applicant. All signatures by the respective applicants should be followed by official stamp of the organization.

All the documents shall be attested by the Indian Embassy of the country of origin



BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
MATERIAL RECEIPT CERTIFICATE

- a) Site:
- b) LR No. with date:
- c) Vehicle no.:
- d) Date of receipt of material at site:
- e) Material details (as mentioned below):

S.no.	Item Description	Type of Packages	Unit (MT/KM/NO.)	Qty as per packing list	Qty Received	Remarks

Other Remarks:

Signature with date: _____

Name & Designation: _____
(With Seal)

Important Remarks:

1. LR endorsement Format-

“LR no./ Date: _____ Endorsed in favour of (Customer Name) and the transporter is instructed to deliver the goods to (Site name)”.

For Example-

LR no./ Date: 22126/ dt. 30/04/15

Endorsed in favour of TANTRANSCO and the transporter is instructed to deliver the goods to TANTRANSCO, Anikadavu substation.

(sign and stamp with name & designation)

2. LR will only be endorsed as per the given Format and strictly not be receipted.

3. Material receiving will only be given through the MRC (Format attached).