



SN	Equipment	Phy Unit	Qty	Unit Exworks	Unit Packing	% ED	% CST	% VAT	% ST	Unit F&I	Plan Dt	Comments
	single HTLS conductor.											
9	A7-SUPPLY -66 kV double Suspension string hardware pilot type suitable for single HTLS conductor.	set	3									
10	A8-SUPPLY -Vibration damper.	Nos	252									
11	A9-SUPPLY -Repair sleeves etc. for conductor.	Nos	1									
12	A10-SUPPLY -Mid span compression joints for conductor.	Nos	1									
13	A11-SUPPLY -Any other item required for completion of work (bidder to submit boq).	Lot	1									
14	B12-SERVICE-Dismantling work of existing conductor & stringing hardware at site and handing over to customer ( 1 lot = 1ckt).	Lot	2									
15	B13-SERVICE-Reconductoring of transmission line with both circuits of double circuit line shutdown.	ckt-km	8									
16	B14-SERVICE-Additional charges over sl. No. 13 above with only one circuit shutdown for Reconductoring of transmission line.	ckt-km	8									
17	B15-SERVICE-Testing and commissioning.	Lot	2									
18	B16-SERVICE-Route survey of transmission line (Ichapore to ONGC Hazira).	Km	4									

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.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड के लिए / 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  
S C Shivhare  
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: 0120-6748471  
Fax: 0120-6748581

हस्ताक्षर और निविदाकार की सील / Signature and Seal of Tenderer

**Enquiry No : 275E287      Enquiry Dt : 08-Jan-16**

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

This Format is to be submitted in original duly signed and stamped 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 will not be accepted.

Sr. No	ENQUIRY NO: 275E287	DATED: 08/01/2016
1.	<p>1. Sealed bids are invited for the items mentioned in the enquiry conforming to specifications. Bids 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 liable for rejection.</p> <p>2. Bidder to ensure that quotation is received / dropped in the tender box on or before <b>14.00</b> Hrs. as per Indian standard time (IST) of the due date of opening in <b>Material Management Division, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India</b></p> <p>3. The tenders will be opened on due date at <b>14.30</b> Hrs. as per IST in the presence of participating vendors, who may like to be present. Tenders received late are liable for rejection. Vendors should ensure that an offer is delivered in time.</p> <p>4. Bids are to be submitted in Two parts:</p> <p><b>Part-I: Qualification Criteria/Technical / Commercial Bid ( in two copies)</b></p> <p><b>Part-II: Price Bid</b></p> <p><b><u>Part-I Envelopes super scribed with Technical / Commercial Bid to contain information regarding, among others:</u></b></p> <ol style="list-style-type: none"><li>1. Specification</li><li>2. Deviations (if any) in deviation sheet of BHEL's Format.</li><li>3. All commercial terms, Un-priced copy of Price Bid with units for measurement.</li><li>4. Delivery terms &amp; period required for supply from order, Filled in activity Schedule format</li><li>5. Evidence for Qualification criteria.</li></ol> <p><b><u>Part-II</u></b> Envelopes super scribed with Price Bid should contain priced copy of Price Bid. The price should be mentioned both in figures and words. Price bid containing any additional information is liable for rejection. In case of any difference between figures and words, the quoted rate in words will prevail over figure. If there is a calculation mistake in multiplication of unit rate with quantity, then the unit rate quoted will be considered for calculation.</p> <p>Both Part I and Part II bids are to be kept in separate envelopes 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><b>Note: 1 Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening.</b></p> <p><b>Note: 2 Authorized signatory should authenticate tender documents.</b></p>	

Sr. No	ENQUIRY NO: 275E287	DATED: 08/01/2016
	<p>5. <b><u>For any Technical clarification, please contact:</u></b>  <b>SH. DILEEP KUMAR SHUKLA, DY. MANAGER (TBEM)</b>  <b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>TRANSMISSION BUSINESS GROUP</b>  <b>TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,</b>  <b>PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA,</b>  <b>NOIDA-201305,</b>  <b>DISTT- GAUTAM BUDH NAGAR, UP, INDIA</b>  <b>Phone : 0120 – 6748533</b>  <b>E-mail : dkshukla@bhel.in</b></p> <p><b><u>For any Commercial clarification, please contact:</u></b>  <b>SH. S.C. SHIVHARE, SR. MGR.(TBMM) /</b>  <b>SH. NAVEEN KUMAR, SR. ENGR. (TBMM)</b>  <b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>TRANSMISSION BUSINESS GROUP</b>  <b>TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,</b>  <b>PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA,</b>  <b>NOIDA-201305,</b>  <b>DISTT- GAUTAM BUDH NAGAR, UP, INDIA</b>  <b>Phone : 0120-6748472 / 0120-6748471</b>  <b>Email: <a href="mailto:naveen.kumar@bhel.in">naveen.kumar@bhel.in</a> / <a href="mailto:scshivhare@bhel.in">scshivhare@bhel.in</a></b></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>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. Authorized signatory should authenticate tender documents.</p>	
2.	<p><b>PRICES: <u>The Prices shall remain FIRM during contract period.</u></b></p> <p><b><u>Project Status:</u> Domestic. Excise Duty, CST, CD are payable by vendor.</b></p> <p><b><u>For Foreign Bidder:</u></b></p> <p><b>The break-up of the prices shall be as mentioned in the schedule of price format.</b></p> <ol style="list-style-type: none"> <li>i. FOB / CIF (Port of loading) including sea worthy packing &amp; forwarding charges.</li> <li>ii. Marine Freight. From port of loading to discharge port</li> <li>iii. Insurance. ....do.....</li> <li>iv. Vendor to mention Port of Loading (.....)</li> <li>v. Destination Port (Mumbai)</li> </ol> <p><b>Foreign vendors to quote Freight &amp; Insurance charges from port of loading to port of discharge (Mumbai). However, in case of insurance by foreign vendor, the beneficiary shall be BHEL only.</b></p> <p><b><i>Loading shall be done on foreign vendors for Custom Clearance charges as well as Custom Duty at Port and for transportation from Port of Discharge to site including insurance and all other associated Charges, Taxes &amp; duties involved till delivery of goods at site. However, foreign vendor can also quote for inland transport (From Mumbai Port to Site).</i></b></p>	

Sr. No	ENQUIRY NO: 275E287	DATED: 08/01/2016
<p><b><u>Type Test charges:</u></b> As mentioned in technical specification – <b>The supplier shall conduct the type tests as per relevant IEC standards and no extra cost shall be paid by BHEL.</b></p> <p><b><u>Erection, Testing and Commissioning charges:</u></b> As mentioned in technical specification (if applicable), is to be quoted separately along with applicable taxes and duties on them.</p> <p><b><u>Training at Supplier's Works / Site:</u></b> - As mentioned in the technical specification (if applicable), is to be quoted separately along with applicable taxes and duties on them.</p> <p><b>Service Tax:</b> Applicable towards Erection, Testing &amp; Commissioning &amp; Training (if applicable) and type test charges as per the current prevailing rate in India.</p> <p><b>NOTE:</b> Please note that in case training / Type Test is conducted outside India, taxes / duties outside India shall be in scope of bidder and included in their quoted prices.</p> <p><b><u>For evaluation purpose:</u></b></p> <p>Price quoted in any currency will be converted to Indian rupee at the TT Selling Rate of SBI in India on the date of Techno – Commercial Bid opening.</p> <p><b><u>For Indigenous bidder:</u></b></p> <p>The prices are to be quoted on <b>FOR</b> (Destination) basis. The break-up of price shall be as under:-</p> <p><b>a) Ex-works Price:</b> Ex- works price including packing &amp; forwarding charges.</p> <p><b>b) Excise duty:</b> ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p><b>c) Sales Tax:</b> ST / VAT / CST (against C-form) to be quoted as percentage in un-price and price bid.</p> <p><b>d) 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>e) Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p><b>f) Service Tax:</b> Applicable towards Erection, Testing &amp; Commissioning &amp; Training (if any) and type test charges as per the current prevailing rate in India.</p> <p><b>g) Type Test charges:</b> As mentioned in technical specification – <b>The supplier shall conduct the type tests as per relevant IEC standards and no extra cost shall be paid by BHEL.</b></p> <p><b>h) <u>Erection, Testing and Commissioning charges:</u></b> As mentioned in the technical specification (if applicable), is to be quoted separately along with applicable taxes and duties on them.</p> <p><b>i) <u>Training at Supplier's Works / Site:</u></b> - As mentioned in the technical specification (if applicable), is to be quoted separately along with applicable taxes and duties on them.</p>		

Sr. No	ENQUIRY NO: 275E287	DATED: 08/01/2016
	<p><b><u>NOTE:</u></b></p> <p>The purchase order shall be placed on Ex- Works basis for Indian Vendor.</p> <p>For overseas Vendor, the order is proposed to be placed on CIF basis. However, BHEL reserves the right to convert the order on FOB also. The evaluation of bids shall be done on delivered cost to BHEL, in such case the F &amp; I charges from discharge port to site shall be loaded on CIF value quoted by the overseas vendors.</p> <p>“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.</p> <p>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.”</p> <p>(Further to above clause, please refer attached Annexure I for Terms &amp; Conditions Of Reverse Auction Page 1 &amp; 2)</p> <p><b><u>RA guidelines is also on BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</u></b></p>	
3.	<p><b><u>TERMS OF PAYMENT:-</u></b> For Overseas Vendors:</p> <p><b><u>FOR SUPPLY PORTION:-</u></b></p> <p>i) By irrevocable LC (With Usance Period of 60 days, to be counted from the date of presentation of documents in LC opening bank) which will be opened after placement of order and receipt of performance bank guarantee for 10% of order value. All bank charges to supplier’s account.</p> <p>90% against original invoice, original bill of lading, packing list, MICC (dispatch clearance given by BHEL), guarantee certificate, transit insurance certificate, certificate of origin.</p> <p>ii) “10% direct payment within 60 days from the date of confirmation of material receipt by BHEL Site and against submission of invoice to BHEL TBG.”</p> <p><b>NOTE:</b> In regards LC Payment, please note that all bank charges are in beneficiary account. Period of presentation should be 7-10 working days from the date of shipment / invoice whichever is later. However, documents must reach LC opening bank within 21 days of date of B / L.</p> <p><b><u>FOR SERVICES:-</u></b> Direct payment on prorata basis within 60 days as follows:</p> <ol style="list-style-type: none"> <li>1. 90% payment after measurement acceptance of respective services by BHEL Site and submission of bill by the vendor for the same.</li> <li>2. 10% payment after successful testing &amp; commissioning of entire system as per the scope of contract.</li> </ol>	

<b>Sr. No</b>	<b>ENQUIRY NO: 275E287</b>	<b>DATED: 08/01/2016</b>
	<p><b><u>TERMS OF PAYMENT:- For Indian Vendors:</u></b></p> <p>100 % Payment with Taxes, Duties, Freight &amp; Insurance within 60 days (<b>45 Days for MSE vendor</b>) from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies):</p> <ul style="list-style-type: none"> <li>- LR duly endorsed in the name of customer by BHEL site</li> <li>- Receipt of material on the attached format by BHEL site</li> <li>- Excise invoice (If Applicable)</li> <li>- Delivery Challan or 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</li> <li>- Guarantee Certificate</li> <li>- Copy of Performance Bank Guarantee.</li> </ul> <p>[A.] Documents to be furnished by vendor immediately after dispatch:</p> <ul style="list-style-type: none"> <li>- Copy of Invoice</li> <li>- Copy of LR</li> <li>- Copy of Delivery Challan / Packing List</li> <li>- Copy of Insurance Certificate</li> <li>- Copy of Guarantee Certificate</li> </ul> <p>[B.] Following Documents to be sent by vendor to TBG, BHEL :</p> <ul style="list-style-type: none"> <li>- LR duly endorsed in the name of customer by BHEL site</li> <li>- Receipt of material on the attached format by BHEL site</li> <li>- Excise invoice (If Applicable)</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>- Dispatch Clearance / MICC</li> <li>- Guarantee certificate</li> <li>- All Test &amp; Inspection Reports</li> <li>-</li> </ul> <p><b><u>FOR SERVICES:-</u></b></p> <p>Direct payment on prorata basis within 60 days as follows:</p> <ol style="list-style-type: none"> <li>1. 90% payment after measurement acceptance of respective services by BHEL Site and submission of bill by the vendor for the same.</li> <li>2. 10% payment after successful testing &amp; commissioning of entire system as per the scope of contract.</li> </ol>	
4.	<p><b>INTEREST LIABILITY:</b></p> <p>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></p> <p>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>	

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<b>6.</b>	<p><b><u>SECURITY CUM PERFORMANCE BANK GUARANTEE:</u></b></p> <p><b><u>OPTION -A</u></b></p> <p><b>For Overseas Vendors:</b> In the event of an order, tenderer shall furnish BG towards Security Cum Performance for 10% of total value of P.O.(for supply portion), within two weeks of placement of P.O. valid till 60 days beyond the guarantee period, from any schedule bank subject to acceptance by TBG/BHEL Finance</p> <p><b>For Indian Vendors:</b> Bidder shall furnish along with first invoice Performance BG / deposit as per following options.</p> <p>BG for 10% of the total Ex-works PO value, initially valid for 18 months + 3 months claim period (i. e. total 21 months) from the date of last delivery</p> <p>In case BG period is expiring before expiry of Guarantee Period, vendor (applicable for both Indian as well overseas vendors) will have to keep the BG extended suitably till the end of Guarantee Period. In case of foreign vendors, BG will be required to be submitted before opening of L/C.</p> <p>All the Bank Guarantee shall be from a scheduled bank in India acceptable to BHEL. The original BG should be sent by issuing bank directly to AGM (Finance), TBG, BHEL, Noida. BANK Guarantee should be valid for lodging claim within two months after expiry of guarantee period.</p> <p><b><u>OPTION-B( Applicable for Indian as well as Overseas Vendors)</u></b> 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 Guarantee Period.</p> <p><b>If no option is specified, by default option – B shall be considered for confirmation.</b></p>	
<b>7.</b>	<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>	
<b>8.</b>	<p><b>INSPECTION:</b> BHEL and / or customer / third party may inspect the Equipment / Material before despatch. In the event BHEL / Customer waives off inspection, Test Reports and Results shall be submitted for Approval. Supplier shall obtain Approval on Test Reports and MDCC / MICC (Material Inspection Clearance Certificate) before dispatch of equipment. Stage inspection during manufacturing may also be carried out. Material to be dispatched only after getting Dispatch Clearance from BHEL. <b>Supplier shall send inspection call on prescribed format only, with an advance notice of 15 days.</b></p>	
<b>9.</b>	<p><b>DESPATCH DOCUMENTS:</b> Dispatch documents (Negotiable documents) shall normally comprise Original Invoice, Bill of Lading/LR, Shipping / Packing lists (case wise), Certificate of country of origin, Material Inspection Clearance certificate (MICC), Test Certificates &amp; approval of acceptance &amp; routine test certificates, Insurance certificate and manufacturer's guarantee certificate.</p>	
<b>10.</b>	<p><b>DELIVERY REQUIREMENT: 10<sup>th</sup> March 2016-</b> Vendor to quote their best possible delivery plan in activity schedule to meet the tender's delivery requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in</p>	

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	<p>line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).</p> <p>Time for conducting the type test, if required, is to be separately indicated.</p> <p><u>Note:</u> BOL/LR date or Invoice date whichever is later shall be considered as delivery date for supply portion and date of completion of installation work shall be considered as delivery date for installation work.</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 / FOB Value per week or part there-of subject to <b>maximum of 10 %</b> of total Ex-Works / FOB value of P.O. will be levied.</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 unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL <b>including all taxes and duties, but after taking VAT credit i. e. deducting from cost, if applicable.</b></p>	
15.	<p><b>DEVIATION:</b> The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may <b>load the prices for evaluation of offer as mentioned at Sl. No. - 24.</b></p>	
16.	<p><b>ARBITRATION:</b> All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be Delhi / Noida as decided by BHEL.</p>	
17.	<p><b>LEGAL SETTLEMENT:</b> All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi.</p> <p>Notwithstanding contained herein anything in this NIT, the original exclusive jurisdiction shall remain of the court at Delhi / New Delhi.</p>	
18.	<p><b>SUBCONTRACTING:</b> In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.</p>	
19.	<p><b>RISK PURCHASE:</b> In case the successful bidder fails to supply or fails to comply with the terms &amp; conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost to BHEL of the successful bidder.</p>	

<b>Sr. No</b>	<b>ENQUIRY NO: 275E287</b>	<b>DATED: 08/01/2016</b>
<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>Demurrage / Wharf age:</b> For the reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharf ages, if any, paid by BHEL ( for stated reasons).	
<b>23.</b>	<b>Type Tests:</b> All the offered equipments shall have valid type test certificates. The type test reports submitted shall be of tests conducted within last 5 years to the date of bid opening (date of bid opening is 17/12/2012).  In case reports are not valid or not acceptable to customer, the requisite tests shall be conducted by bidder on the offered equipment without any extra cost and delivery impact to BHEL.	
<b>24.</b>	<b>LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:</b> <b>24.1 : TERMS OF PAYMENT:</b> 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. 60 days - No loading  <b>24.2 : DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</b> Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause.	
<b>25.</b>	<b>MSME:</b> "MSE suppliers can avail the intended benefit 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- II) 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 bid at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".	
<b>26.</b>	<b>Technical Pre-Qualification Criteria:</b>  The technical qualifying requirement of HTLS CONDUCTOR & ACCESSORIES for 66 kV GIS Hazira Project are as follows:  (i) The bidder must have type tested (as per relevant IEC and equivalent standards applicable), manufactured, supplied, erected and commissioned at least 12kms HTLS conductor work for transmission line for 66 kV and above voltage level. (ii) On first schedule date of bid opening, HTLS conductor work must have been commissioned within five (5) years and it must be in operation for at least (1) one year.	

<b>Sr. No</b>	<b>ENQUIRY NO: 275E287</b>	<b>DATED: 08/01/2016</b>
	(iii) In case bidder has type tested (as per relevant IEC and equivalent standards applicable), manufactured and supplied itself but has not itself erected and commissioned HTLS conductor work as mentioned in (i) as above, however bidder has supervised erection and commissioning, it shall be treated qualified.	
<b>27.</b>	<b>Drum Tolerance &amp; Overall Tolerance:</b> C. Manufacturing lengths and drum length for HTLS conductor shall be determined as per the joint route survey with ONGC /BHEL. Drum length to be proposed by the bidder, minimizing the wastage. <ol style="list-style-type: none"> <li>a. The Payment of conductor length (for supply) will be as per approved quantities after joint survey.</li> <li>b. The Payment of conductor length (for installation) will be as per actual measurement at site which shall include margins if any.</li> </ol>	
<b>28.</b>	<b>Quantity Variation:</b> Quantity may vary up-to +/- 30% of contract value and individual item except item no. 1, may vary to any extent and may even be deleted.	
<b>29.</b>	<b>Special Instructions:</b> Vendors to submit their updated credentials alongwith their offer. <ol style="list-style-type: none"> <li>1. The price-bid of Non-TBG approved vendors shall be opened only after confirmation of their approval in TBG by SDC. In-case they are not approved in TBG, their offers shall be rejected.</li> <li>2. The offer of only those vendors shall be considered who will quote for the complete scope of supply &amp; services.</li> <li>3. This tender has been published in newspapers with <b>NIT No. 26006</b> on 13/01/2016.</li> </ol>	
<b>30.</b>	<b>BHEL Fraud Prevention Policy:</b> "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."	
<b>31.</b>	<b>Indemnity (Against Patents / Trademarks etc):</b> The vendor shall at all times indemnify the purchaser against all claims which may be made in respect of the said supply from any rights protected by patent registration of design or trade mark; provided always that in the event of any claim in respect of an alleged breach of patents registered design or trademark being made against. The purchaser shall notify the seller of same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement or deal with any litigation that may arise there from.	
<b>32.</b>	<b>CONVERSION TO SINGLE CURRENCY:</b> Prices expressed in currency other than Indian Rupee will be converted to Indian Rupee at the exchange rate (TT selling rate of State Bank of India) on the due date of submission of offer for the purpose of evaluation.	

Signature of Bidder  
Seal

**BHARAT HEAVY ELECTRICALS LTD.  
(TRANSMISSION BUSINESS GROUP)**  
**TERMS & CONDITIONS FOR SERVICES PORTION**

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

Sl. No.	Terms & Conditions
1.0	<b><u>SCOPE OF WORK:</u></b> As per our attached Technical Specification No. <b>TB-383-316-003 REV 00</b>
2.0	<b><u>COMMENCEMENT OF WORK:</u></b> Project start / zero date / Readiness at site for this work shall be intimated by BHEL.
3.0	<b><u>COMPLETION SCHEDULE:</u></b> Bidder to specify delivery period in weeks from the date of Project start / zero date / Readiness at site in the activity schedule format enclosed with enquiry.
4.0	<b><u>OVER RUN CHARGES:</u></b> No over run charges are payable.
5.0	<b><u>IDLE LABOUR CHARGES:</u></b> No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
6.0	<b><u>SECURITY-CUM-PERFORMANCE GUARANTEE:</u></b> The contractor shall furnish security-cum-performance BG for 10% of contract value (for Service portion) within two weeks of placement of work order valid till guarantee period from any schedule bank subject to acceptance by TBG/BHEL Finance. The original BG shall be sent by issuing bank directly to AGM - FINANCE, TBG, BHARAT HEAVY ELECTRICALS LIMITED, NOIDA.  In case BG period is expiring before expiry of Guarantee Period, vendor will have to keep the BG extended suitably till the end of Guarantee Period.
7.0	<b><u>INSURANCE:</u></b> The Contractor shall take insurance cover(s) to cover his Tools and Plant assets, workman compensation and third party liability. The contractor shall make available the original insurance cover(s) to the Engineer for necessary verification before commencement of work.
8.0	<b><u>GUARANTEE:</u></b> Though the work will be carried out under the supervision of BHEL Engineers, the contractor shall be responsible for the quality of the workmanship and shall guarantee the work done for a period of 15 months from the date of putting the complete system into commercial operation or 18 months from the date the system is declared completely erected, duly tested and accepted by customer, whichever is later and shall rectify free of cost all defects due to faulty erection detected during the guarantee period starting from the date of the completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost without prejudice to any other rights under the contract and recover the same from security deposit/ other dues of this project or any other project executed by the contractor.
9.0	<b><u>TERMS OF PAYMENT:</u></b> The terms of payment shall be as specified under Clause 3 of General Terms and Conditions of this Enquiry.
10.0	<b><u>ESCALATION / PRICE VARIATION:</u></b> Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.

11.0	<b><u>COMPENSATION FOR DELAY IN EXECUTION:</u></b> In case the contractor fails to complete the work within the time specified or any extension thereof subject to force major condition, the contractor shall be liable to pay by way of compensation, a sum equal to half percent (½%) of the contract price, per calendar week or part thereof by which the commissioning is delayed, subject to a ceiling of 10% of the contract price.
12.0	<b><u>ADDITIONAL EXPENDITURE:</u></b> In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.
13.0	<b><u>REGULATION OF LOCAL AUTHORITIES AND STATUS:</u></b> The contractor shall adhere to the regulation of local authorities and status.
14.0	<b><u>DISCIPLINE OF WORKMEN:</u></b> The contractor shall adhere to the disciplinary procedure set by the owner in respect of his employees and workman at site.
15.0	<b><u>FORCE MAJEURE:</u></b> The force majeure shall be as specified under Clause 21 of General Terms and Conditions of this Enquiry.
16.0	<b><u>ARBITRATION:</u></b> The arbitration shall be as specified under Clause 16 of General Terms and Conditions of this Enquiry.
17.0	<b><u>PROTECTION OF WORK:</u></b> The Contractor shall have total responsibility for protecting his works till it is finally taken over by the BHEL/Customer. No claim will be entertained by the BHEL for damage or loss to the Contractor's works & the contractor shall be responsible for the complete restoration of the damaged work to its original condition to comply with the specification & drawings.
18.0	<b><u>ELECTRICITY &amp; WATER:</u></b> Electricity for construction work shall be provided at one point on free of cost basis. The contractor shall have to make their own arrangements for distribution to various locations for their works including proper switch/fuse units, distribution boards, cables poles etc. to ensure safety of men and equipment. If required the contractor shall employ diesel operative equipment in addition to electric operated ones to ensure timely completion of work. Unless stated otherwise, the contractor shall make his own adequate arrangement for procuring clear water to be used in various works.
19.0	<b><u>TESTING AND COMMISSIONING :</u></b> All the electrical / mechanical test of the materials and equipment shall be arranged by the contractor as per standard specification / Field Quality Plan / Erection Manual / Directive of the Site Engineer/ and Owner. The contractor shall fill the check list for storage, erection, testing and commissioning of all their equipment as per BHEL systems to ensure proper quality of work. All the testing equipment required to carry out the site test for all their equipment or the erected equipment shall be arranged by the contractor at his own cost. However, necessary instructions and guidelines will be given by BHEL/Owner. The contractor shall be completely responsible for the satisfactory erection and providing test equipment and skilled manpower for testing, commissioning of all equipment. Before charging, the system shall have to be approved by Statutory Govt. Authorities like Electrical Inspector, other concerned agency and the contractor has to arrange approval for the same.

We understand that the bids having deviation (s) w.r.t tender are to be out rightly rejected. BHEL, however at their discretion, if consider the bid, have undisputable right to load the prices for price comparison as they deem fit.

Signature of Supplier with seal

### BHEL UN-PRICE BID FORMAT FOR SUPPLY PORTION.

Enquiry No: 275E287  
 Project: ONGC HAZIRA  
 Item: HTLS Conductor & Accessories

S.N	PI-ITEM	Unit	Qty	Currency	Unit Ex-works/ FOB	Total Ex-works/ FOB	Unit marine freight & Insurance	Total Marine Freight & Insurance	Unit Inland F & I Charges	Total Inland F & I Charges	Excise Duty (ED)		Central Sales Tax (CST)		Total Cost to BHEL for indian supplier for each line item	CIF Value + Inland F & I (if opted by foreign bidder)
											Rate of Excise Duty (in Percentage)	Amount of Excise Duty	Rate of CST (in Percentage)	Amount of CST		
<b>Instruction to bidder-----&gt;</b>							1. Applicable only for foreign bidder. 2. Quoted prices of marine freight & insurance is inclusive of all taxes & duties	Quoted prices of inland freight & insurance is inclusive of all taxes & duties	Rate of Excise Duty (in Percentage)	Amount of Excise Duty	Rate of CST (in Percentage)	Amount of CST	Bidder to indicate prices in price bid of BHEL's Format & mention QUOTED / NOT QUOTED OR NOT APPLICABLE of each & every cell			
<b>Applicable formula to bidder-----&gt;</b>			(0)		(1)	(2) = (1) X (0)	(3)	(4) = (3) X (0)	(5)	(6) = (5) X (0)	(7) = (.....%)	(8) = (7) x2	(9) = (.....%)	(10) = ((8) + (2)) x (9)	(11) = [(2)+(6) + (8) + (10)] [ EX-WORKS+ INLAND F & I + ED + CST ]	[(12)=(2)+ (4) + (6)] FOB+ SEA F & I + INLAND F & I ]
1	A1-SUPPLY -HTLS (high temperature low sag) conductor with current carrying capacity 420A.	km	25													
2	A2-SUPPLY -66 kV Double Tension string hardware, compression type, with tension clamp, with provision of compressing jumper at one end, suitable for single HTLS conductor	set	36													
3	with tension clamp, with provision of compressing jumper at one end, suitable for single HTLS conductor.	set	96													
4	A4-SUPPLY -66 kV Single Suspension string hardware, with armour grip suspension clamp, suitable for single HTLS conductor.	set	60													
5	A5-SUPPLY -66 kV Double Suspension string hardware, with armour grip suspension clamp, suitable for single HTLS conductor.	set	6													
6	A6-SUPPLY -66 kV Single Suspension string hardware pilot type suitable for single HTLS conductor.	set	12													
7	A7-SUPPLY -66 kV double Suspension string hardware pilot type suitable for single HTLS conductor.	set	3													
8	A8-SUPPLY -Vibration damper.	Nos	252													
9	A9-SUPPLY -Repair sleeves etc. for conductor.	Nos	1													
10	A10-SUPPLY -Mid span compression joints for conductor.	Nos	1													
11	A11-SUPPLY -Any other item required for completion of work (bidder to submit boq).	Lot	1													
<b>A</b>	<b>Total Ex-works / FOB =</b>															
<b>B</b>	<b>Total Sea freight &amp; Insurance =</b>															
<b>C</b>	<b>Total Inland freight &amp; insurance charges =</b>															
<b>D</b>	<b>Total Excise Duty =</b>															
<b>E</b>	<b>Total central sales taxes =</b>															
	<b>Total cost to BHEL for Indian supplier in Indian Currency ( A + C + D + E )=</b>															
	<b>CIF Value + Inland F &amp; I (if opted by foreign bidder) ( A + B + C )=</b>															

- Note:**
- Each cell to be filled by bidder in the price bid. In case that cell is not applicable as per NIT condition, NA must be mentioned in UN-PRICED BID.
  - In UN-PRICED, Bidder to indicated QUOTED in placed of price. NA in placed of not applicable. For example Marine freight & insurance charges-Not applicable in case of indian supplier.
  - Bidder stickly to quote in BHEL format only. Other format of price bid will be liable for rejection.

## BHEL UN-PRICE BID FORMAT FOR SERVICE PART

Enquiry No: 275E287  
 Project: ONGC HAZIRA  
 Item: HTLS Conductor & Accessories

S.N.	PI-ITEM	Unit	Qty	Currency	Unit Charges	Total Charges	Service taxes, if applicable in INDIA	Total Cost to BHEL for indian supplier for each line item	Total cost to BHEL for foreign supplier for each line item	
<b>Instrcution to bidder-----&gt;</b>							Bidder to indicate percentage for each line item	Value	In case training / Type Test is conducted outside India, taxes outside India shall be in scope of bidder and deemed to be included in their quoted prices.	
	<b>As per BOQ for Services (Detail description as per Tech Spec.)</b>		(0)		(1)	(2) = (1) X (0)	(3) =.....% of (2)	(4)	[*(5)=(2)+ (4) ] [ TOTAL CHARGES + SERVICE TAX ]	[(6)=(2)+ (4) ] [ TOTAL CHARGES + SERVICE TAX ]
1	B12-SERVICE-Dismantling work of existing conductor & stringing hardware at site and handing over to customer ( 1 lot = 1ckt).	Lot	2							
2	B13-SERVICE-Reconductoring of transmission line with both circuits of double circuit line shutdown	ckt-km	8							
3	B14-SERVICE-Additional charges over sl. No. 13 above with only one circuit shutdown for Reconductoring of transmission line.	ckt-km	8							
4	B15-SERVICE-Testing and commissioning.	Lot	2							
5	B16-SERVICE-Route survey of transmission line (Ichapore to ONGC Hazira).	Km	4							
<b>A</b>	<b>Total Charges =</b>									
<b>B</b>	<b>Total Service Taxes =</b>									
	<b>Total cost to BHEL for service portion in case of Indian supplier in Indian Currency ( A + B )=</b>									
	<b>Total cost to BHEL for service portion in case of foreign supplier in foreign currency ( A + B ) =</b>									

**Note:**

1. Each cell to be filled by bidder in the price bid. In case that cell is not applicable as per NIT condition, NA must be mentioned in UN-PRICED BID.
2. In UN-PRICED, Bidder to indicated QUOTED in placed of price. NA in placed of not applicable.
3. Bidder stickly to quote in BHEL format only. Other format of price bid will be liable for rejection.

TRANSMISSION BUSSINESS GROUP  
MATERIAL MANGEMENT, BHEL TBG NOIDA

**ACTIVITY SCHEDULE**

Please submit this format duly filled in along with offer. Time indicated will be used for calculating contractual delivery period.

ENQUIRY NO: 275E287  
PROJECT: ONGC HAZIRA  
VENDOR.....

Dated: 08/01/16  
ITEM: OVER HEAD CONDUCTORS  
OFFER REF.....

SL. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	REMARKS IF ANY
1.	Receipt of P.O		
2.	P.O Acceptance	ONE WEEK	Vendor must Submit PO acceptance within one week
3.	Submission of documents necessary for getting manufacturing clearance like Drawings, date sheet etc.		Documents complete in all respect are to be Submitted. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier
4.	Review and Approval of documents and issue of manufacturing clearance	BHEL ACTIVITY (2 weeks)	Vendor must reply all queries expeditiously.
5.	Manufacturing Time		Manufacturing time be indicated considering all constrains & must include time required for internal inspections etc.
6	Raise inspection call	-VE 2 WEEKS TO SL NO 5	Call for inspection must be raised at least two weeks in advance in the prescribed format. Non availability of offered material for inspection to the inspector will be viewed very seriously & may result in financial implications. The date of inspection must be with in the period indicated in 5 above.
7	Inspection	BHEL(1 week)	
8	Issue of MICC, MDCC & other documents like EDEC, Road permits etc	BHEL (1 week)	Vendor must indicate requirement well in advance.
9	Dispatch	ONE WEEK	Vendor must ensure to dispatch with in one Week of receiving all documents required
10	Services		(Please refer clause no. – 3 of terms and conditions for services portion and kindly quote accordingly for completion of service work)

**Total time in vendor's scope.**

1. Please mention constraints if any. For multiple lot delivery activity landmark for each lot should be mentioned. Multiple inspection calls for one lot are to be avoided & delay on this account shall be vendor's responsibility. Vendors to quote their Best Delivery Plan.
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.
4. Bidders to mention the period in weeks in the Activity Schedule Format ensuring scheduled delivery preferably within three months from the date of placement of Purchase Order.

**SIGNATURE AND SEAL OF COMPANY**

**SCHEDULE OF COMMERCIAL DEVIATION**

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

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

Incase, 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 schedule.

Place .....

Signature of the authorized representative of

Date .....

Bidder's Name .....

Designation .....

Company seal .....

**SCHEDULE OF TECHNICAL DEVIATION**

The following are the deviations / variations exception from the Technical Specifications:-

SL. NO.	CLAUSE NO. OF TECHNICAL SPECIFICATIONS	STATEMENT OF DEVIATION

Incase, 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: Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this schedule.

Place .....

Signature of the authorized representative of

Date .....

Bidder's Name .....

Designation .....

Company seal .....

**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

(Revised Format)

DKMISS/RK9/18

22  
10/06/15



**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)