

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.	Standard Terms & Conditions FOR RATE CONTRACT OF CABLE TRENCH MATERIAL ENQUIRY NO. 285G008 DATED 23 – JUNE – 2015 DUE ON : 17 – JULY - 2015
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) Bidder must ensure that their quotation is received / dropped in the tender box on or before 14:00 Hrs of the due date of opening.</p> <p><u>Location of Tender Box:</u></p> <p>Bharat Heavy Electricals Limited,</p> <p>Transmission Business Group,</p> <p>Advant Navis Business park, Tower A</p> <p>5 th Floor, 7 , Sector- 142, Greater Noida Expressway, UP -201305</p> <p>c) The same shall be opened at 14.30 Hrs. 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>d) Bids are to be submitted in Two parts:</p> <p>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.</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 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 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>Both Parts-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 superscribed with enquiry no., item / package name, project name (if any) and due date of opening.</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>

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	<p>e) Freight & Insurance: 1. Freight and Transit Insurance for door delivery up to destination/store is to be quoted on Per Unit / 1000 KM basis.</p> <p>2. Uniform rate of freight will be paid for project situated anywhere in India i.e. irrespective of destination at hilly or non hilly area.</p> <p>3. The distance for the purpose of freight admissibility shall be the shortest route as exhibited in the Motoring Guide of India (latest edition) .Wherever a particular station is not appearing in MGI, the distance calculated up to the nearest station available in MGI will be suitably increased/decreased based on information from other sources like railway website. In cases where distance cannot be increased / decreased using the railway website also then other websites like “mapmyindia” may be resorted to.</p> <p>f) Sea worthy Packing Rates: For export project charges of Export/sea worthy packing as per BHEL specification, is to be quoted on per Meter or No. basis. Sea worthy Export packing will also be considered for evaluation, in cases where corresponding quantity /percentage is specified in BOQ as per Tender Enquiry.</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"> • LR duly endorsed in the name of Customer by BHEL-Site & Material Receipt certificate issued by 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: A Contract Performance Bank Guarantee amounting equal to the value of 5% (Ex-work) of rate contract value shall be taken from the vendors who enter into rate contract against this Enquiry and the Contract Performance</p>

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	Bank Guarantee shall be valid till 1 year from the date of expiry of Rate Contract.
7.	FINAL ENGINEERING DOCUMENTATION: Not Applicable
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. 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.
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 overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL, Considering Ex-Works Price, Excise Duty, and CST against Form “C”, F & I for 1000 Kms Distance and Export/Seaworthy packing charges.
15.	DEVIATION: The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its

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	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.
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

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	<p>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)</p>
23.	QUANTITY VARIATION: Quantity Variation will be +/- 30%.
24.	TECHNICAL SPECIFICATION : TB-xxx-316-141 Rev. 05 & TB-xxx-316-143 Rev. 03
25.	RATE CONTRACT VALIDITY /CONDITIONS : <ul style="list-style-type: none"> a) The Rate Contract shall be Valid for 18 Months from the Date of award of the Rate Contract. All orders placed within the Rate contract Validity period have to be executed. b) Allotment of job to any Vendor would be sole prerogative of TBG, BHEL & no representation in this regard shall be entertained. However, generally the allotment will be based on following : <ul style="list-style-type: none"> i) Capability of vendor in meeting delivery schedule of BHEL. ii) Delivery performance of Vendor. iii) Delivery Capacity as available at the time of allotment. iv) L – 1 Vendor will be given preference. However, BHEL, TBG reserves its right of allotment to any Vendor, with whom Rate Contract is entered, to meet its delivery requirement. c) The Rate Contract is proposed to be entered with Two [02] Nos. of Vendors with the quantity distribution in the ratio of 70 & 30. 70 % quantity shall be awarded to original L1 vendor. The rates of Original L1 vendor shall be sequentially counter-offered to L2, L3, L4 and so on... in that sequence. The balance 30 % quantity shall be awarded to the L2 or L3 or L4 and so on.. bidder whoever accepts the rate of the original L1 bidder in that sequence. In case the other bidders do not accept the business at L1 rates, then order for 100 % business will be placed with the original L1 bidder. <p><i>“However, Any actual distribution pattern cannot be committed as evaluation will be done when the delivery location becomes known. Evaluation for each destination shall be done on ‘total cost to BHEL’ basis and purchase order shall be placed accordingly on L1 vendor for the specific requirement”.</i></p> <p>“In case of Rate Contract, ordering shall be done with quantity in both numbers and notional weight. However, payment shall be made as per approved drawing/weight duly certified by BHEL.”</p>
26.	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

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	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.
27.	<p>PRE QUALIFYING CRITERIA FOR OPEN TENDER :</p> <p>1. AS PER CLAUSE 1.4 OF SECTION 1 OF BOTH TECHNICAL SPECIFICATIONS</p> <p>2. The Pre Qualification criteria for Open Tender i. e. Clause 1.4 of Section1 of Both Technical Specifications shall be read with change in Quantity from 2 MT to 50 MT.</p> <p>3. The Financial Parameters for PRE QUALIFYING CRITERIA shall be :</p> <p>(a)Vendors should have a minimum average annual Turnover of 150 lacs for last two financial years (2012-13, 2013-14 or 2014-15) and should submit audited balance sheet and Profit and Loss account statement for the same.</p> <p>(b)Vendors should have earned profit in at lease one year during the last two years for which turnover has been considered.</p> <p>4. REGISTRATION OF Non TBG – PMD Vendors :</p> <p>(a.) Bidders, not registered with BHEL TBG,need to apply for Online registration for their registration with BHEL TBG Either before Date of Tender Opening or within One Week of Date of Tender Opening. PLEASE NOTE THAT UNLESS ONLINE VENDOR REGISTRATION IS APPLIED WITH IN PERIOD MENTIONED IN THIS CLAUSE, BIDS WILL NOT BE PROCESSED FURTHER.</p> <p>(b.) In case of Bidders referred to point No (a) above , Please note that Price Bids of Only Those bidders will be opened who are registered under Permanent Code by BHEL TRANSMISSION GROUP(BHEL-TBG).</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 (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.