

# निविदा / Enquiry



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
पारेषण व्यापार समूह / Transmission Business Group  
सामग्री प्रबंधन / Materials Management

Project : PGCIL AGRA New(FATEHABAD)

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
276E029	17-May-16	0		342260013	Package		06-Oct-16			

Document Enclosed

SN	Equipment	Phy Unit	Qty	Unit Exworks	% ED	% CST	Unit F&I	Plan Dt	Comments
1	PUBLIC ADDRESS SYSTEM	LOT	1						FOR DETAILS, KINDLY REFER TECHNICAL SPECIFICATION TB-376-316-059 REV 00
2	PA System consisting of Compact microprocessor based 2 way zone selector console for Industrial PA System with built in Preamplifier, feather touch zone selection, all call switches, fire tone facility, monitoring speaker. Telephone to PA interface/coupler unit suitable for Industrial PA system. Wall mounting Pilferproof station with built in microphone and loudspeaker including Amplifier, Indoor and Outdoor type Speaker and Junction Boxes and applicable cables.	Lot	1						
3	Mandatory Spares - Indoor speakers	Nos	5						
4	Mandatory Spares - Outdoor weatherproof speakers	Nos	5						
5	Mandatory Spares - Power amplifier	Nos	1						
6	Mandatory Spares - Pre-amplifier	Nos	1						
7	Mandatory Spares - Each type of fuse used on all equipment supplied.	Nos	10						
8	Erection Testing and Commissioning	Lot	1						

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

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

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

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

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

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

WHOSOEVER DESIRES TO SEND OFFERS ON THEIR OWN RISK (COMPLETE IN ALL RESPECTS) VIA E-MAIL or FAX HAVE TO SEND THE OFFERS TO THE COMMON E-MAIL ADDRESS [tenderbox@bhel.in](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  
A K Chowdhary  
Sr Dy General Manager  
BHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP  
TOWER-A,5th Floor,  
Advant Navis IT Business Park,  
Plot No-7,Sector-142,Expressway Noida  
Noida-201305  
Distt. Gautam BudhNagar,U.P

Ph: 0120-6748129  
Fax: 0120-6748581

**Enquiry No : 276E029      Enquiry Dt : 17-May-16**

हस्ताक्षर और निविदाकार की सील / Signature and Seal of Tenderer

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

**This Format is to be submitted in original duly signed by bidder. Deviation, if any, is to be brought out clearly in Schedule of Commercial deviation giving clause wise deviation. Any condition / clarification / deviation mentioned elsewhere may not be accepted.**

Sr. No	Terms & Conditions (GTC for Enquiry no 276E029, dtd. 17.05.2016)
1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before <del>10.00 AM</del> of the due date of opening in <b>Material Management Division, 5th Floor, Plot No 7 , Tower A , Advant Navis IT Business Building , Sector 142 ,Noida-Greater Noida Expressway, Noida-201305(U.P.)</b></p> <p>3. The same shall be opened at <del>10.30 AM</del> on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>4. Bids are to be submitted in Two parts: i) Techno-commercial bid (Part I) – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid.  ii) Price bid (Part II) – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. <b><i>In case of any difference between figures and words, the quoted rate in words will prevail over figure. If there is discrepancy between unit price and total price (which is obtained by multiplying the unit price by total quantity), the unit price shall prevail and total prices shall be corrected accordingly.</i></b></p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p>5. For any Technical clarification, please contact Mr Vikram Meena, Engineer (TBEM) 5th Floor, Plot No 7 , Tower A , Advant Navis IT Business Building , Sector 142 ,Noida-Greater Noida Expressway, Noida-201305 , Phone No: 0120-6748541</p> <p>e-mail : V S MEENA &lt;vsmeena@bhel.in&gt;</p> <p>For any commercial clarification please contact person issuing enquiry.</p>

<b>Sr. No</b>	<b>Terms &amp; Conditions (GTC for Enquiry no 276E029, dtd. 17.05.2016)</b>
	<p>6. Price bid should not contain any information / description / terms &amp; condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p><b>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</b></p> <p><b>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material</b> There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p>
<b>2.</b>	<p><b>PRICES:</b></p> <p><b>&lt;RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY&gt;</b></p> <p><b>A.1.</b> Unless specifically indicated, all prices shall be <b>FIRM</b>. No enhancement of rate for whatever cause unless and until asked by BHEL will be allowed.</p> <p><b>A.2. PVC (if indicated)</b> The prices to be quoted are with <b>PVC</b> with following formula.</p> <p><i>&lt;Formula&gt;</i></p> <p>The base indices in the formula shall be of first notification of ----- of the ----- month. The date of delivery shall be PO delivery date or date of actual despatch, whichever is earlier.</p> <p><b>B</b> The prices shall be quoted by the vendors considering following.</p> <p><b>B.1.</b> Unless specifically indicated, the prices shall be on <b>Domestic basis</b>.</p> <p><b>B.2. Deemed export (if indicated)</b></p> <p>i) Prices are to be quoted considering following benefits:</p> <ol style="list-style-type: none"> <li>1. -----</li> <li>2. -----</li> <li>3. -----</li> </ol> <p>ii) For availing above benefits, BHEL shall provide following documents.</p> <ol style="list-style-type: none"> <li>1. -----</li> <li>2. -----</li> </ol> <p>iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.</p> <hr/> <p><b>B.3. Physical export (if indicated)</b></p> <p>i) Prices are to be quoted considering following benefits</p> <ol style="list-style-type: none"> <li>1. -----</li> <li>2. -----</li> </ol> <p>ii) For availing above benefits BHEL shall provide following documents</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> </ol>

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	<p><b>C.</b> The prices are to be quoted on FOR (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. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</p> <p><b>e) Entry tax / Octroi Charges:</b> Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p><b>f) Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p><b>g) Type Test charges:</b> If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p><b>h) Erection / Commissioning supervision charges:</b> If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note : The purchase order shall be placed on Ex-works basis.</p>
3.	<p><b>TERMS OF PAYMENT :</b></p> <p><b>&lt;RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY&gt;</b></p> <p><u>For BOIs (non package items)</u></p> <p><del>100% payment along with taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies)-</del></p> <ul style="list-style-type: none"> <li><del>-Endorsed LR and Material Receipt Certificate</del></li> <li><del>-Excise invoice (where ED re-imburement is required)</del></li> <li><del>-Delivery Challan / Packing list (casewise)</del></li> <li><del>-Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</del></li> <li><del>-Despatch Clearance given by BHEL,</del></li> <li><del>-Guarantee certificate,</del></li> <li><del>-All Test reports and inspection reports,</del></li> <li><del>-Performance Bank Guarantee copy.</del></li> </ul> <p><u>√ For BOPs : Public Address System where ETC is in scope of bidder</u></p> <p>a. 90% of Ex-works value alongwith 100% taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies)</p> <ul style="list-style-type: none"> <li>- LR and Material Receipt Certificate</li> <li>- Excise invoice (where ED re-imburement is required)</li> <li>- Delivery Challan / Packing list (casewise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> </ul>

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	<p>- Despatch Clearance given by BHEL,  - Guarantee certificate,  - All Test reports and inspection reports,  - Performance Bank Guarantee copy.</p> <p>b. 5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>c. 5% of Ex-works value on successful completion of Erection, Testing, Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)</p> <p>Note: When ETC is not in scope last 5% as per (c) above shall be paid alongwith (b).</p> <p><u>Terms of payment for Type test charges:</u>  100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u>  100% payment against completion with taxes and duties on certification by BHEL site within 60 days from the date of receipt of clear invoice.</p>
4.	<p><b>INTEREST LIABILITY</b>  In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p><b>GUARANTEE :</b>  The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site.</p> <p><b>&lt;FOLLOWING TO BE DELETED IN ALL ENQUIRY OTHER THAN ILLUMINATION PACKAGE&gt;</b></p> <p>However for Illumination system after commissioning Lamps, Tubes, Ballast, Starters, Capacitors, Fuses will not be covered in Guarantee.</p>
6.	<p><b>PERFORMANCE BANK GUARANTEE :</b></p> <p><b>&lt;PBG CLAUSE TO BE REMOVED BEFORE ISSUE OF ENQUIRY FOR ITEMS FOR WHICH PBG IS NOT REQUIRED&gt;</b></p> <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><u>Option A</u>  A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p><del><u>Option B</u>  BG for 10% of the total Ex-works PO value, valid for 24 months from the date of first delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.</del></p> <p><del><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.</del></p>

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

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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 '<del>The arbitration and contract act 1996</del>' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.</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>
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>
20.	<p><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.</p>
21.	<p><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.</p>

Please refer 'Annexure to GTC' enclosed with enquiry.

Signature of Bidder  
Seal

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

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

**Clause 1:**

2. Bid submission time: upto 02:00 PM of the due date of opening at BHEL Office Sector 142 Noida office
3. Bid opening time: 02:30 PM on the same day at BHEL Office Sector 142 Noida

**Clause 2: PRICES**

A.1.: **Applicable**

A.2.: Not applicable

B.1.: **Applicable,**

**Tax/Duties:** Project status is 'Domestic' and ED and CST is payable to vendor. VAT charges (if applicable) shall be excluded for arriving at total cost to BHEL.

B.2. Not Applicable

B.3. Not applicable

**Clause 3: TERMS OF PAYMENT**

Terms for BOI is not applicable

**Terms for BOP is applicable**

**Documents for payment:**

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

**In case VAT is applicable, supplier has to provide VAT Invoice irrespective of availability of VAT benefit to BHEL.**

**Clause 6: PERFORMANCE BANK GUARANTEE**

**Option A - Same as per GTC. [ ]**

**Note: If total ex-works exceeds Rs. 2,00,00,000/- ,then option – A is not applicable**

**Option B [ ]**

BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery against PO. The claim period of 3 months shall also be required from the date of expiry of PBG, i.e. over and above the guarantee period of 18 months. Total validity of PBG shall be for 21 months from the date of last delivery, i.e. inclusive of claim period. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.

**Option C [ ]**

Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of last delivery.

**Note:** - Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of the options (A, B or C).

**Clause 11: DELAYED DELIVERY**

In case of delay in execution of order beyond the lot wise contractual delivery LD shall be levied as follows:

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

**Clause 15: DEVIATION**

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

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

**Clause 16: ARBITRATION**

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

**SPECIAL INSTRUCTIONS:**

1. **MSME supplier-**

“MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EMI certificate along with CA certificate (Format enclosed as per Annexure – 1) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents”.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided any of the following documents are submitted along with application for registration.

- Valid NSIC Certificate or
- Entrepreneurs Memorandum part II (EM II) certificate (with deemed validity of 2 years) or

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

2. **REVERSE AUCTION-**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid in the Reverse Auction. Non-submission of „online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

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

3. **PERMISSIBLE DEVIATIONS & LOADING CRITERIA:**

**A. Permissible commercial deviations & loading criteria:**

**i. Terms of payment:**

If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at Clause. No. 3 of Terms & Conditions for Indigenous Tender Enquiry, loading to be done as follows:

- a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. **Loading shall be done on total cost to BHEL.**
- b) 60 days - No loading

**ii. Delayed Delivery**

Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).

**B. Permissible Technical Deviations:** No permissible Technical Deviation has been envisaged

4. **SPECIAL INSTRUCTIONS:**

- **New vendor, which is not registered in POWERGRID, has to submit credential as per of PQR for approval from POWERGRID.**
- **Price bid shall be opened after vendor approval from customer/BHEL (approval required only for those vendors who are not approved in PGCIL/BHEL).**
- **Bidder to quote the priced / unpriced BOQ as per the BOQ mentioned in Unpriced schedule only separately for supply and services.**
- **Proposed delivery plan is 31-May -2016; however vendor has to quote their best delivery plan in activity schedule.**
- **PQR enclosed separately.**

**CHECKLIST****SCHEDULE OF INFORMATION TO BE FURNISHED WITH THE OFFER**

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

Put a tick mark on "YES" if the information is enclosed with the offer or put a tick mark on "NO" if the information is not enclosed or write "NOT APPLICABLE" if the information is not applicable.

1.	Technical offer with detailed schedule of equipment / material and spares enclosed.	YES / NO
2.	Guaranteed Technical Particulars as per Section – 4 enclosed.	YES / NO
3.	Schedule of deviation, if any, clause wise with respect to Technical Specification enclosed.	YES / NO
4.	Standard Manufacturing Quality Plan enclosed.	YES / NO
5.	GA Drawings with dimensions and weights & foundation / fixing details enclosed.	YES / NO
6.	Drawing and Data submission schedule enclosed.	YES / NO
7.	Type Test Reports enclosed.	YES / NO
8.	Bar Chart showing the schedule indicating time required for design, manufacture, test and inspection, transport, erection, site testing and commissioning enclosed.	YES / NO
9.	Makes of all components as per technical Specification enclosed.	YES / NO

The above checklist is verified for:-

Offer Ref. :  
 Equipment :  
 Submitted by : M/s  
 Project Reference. :

Signed with Seal .....

Date .....

**SCHEDULE OF TECHNICAL DEVIATION**

**Enquiry no 276E029, dtd. 17.05.2016**

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

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION
1		

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications,

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

**Note : 1.** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

**2** Deviation mentioned in this schedule shall only be considered.

**This Format is to be submitted in original duly signed by bidder.  
Reproduction of the same in any sort is not acceptable.**

Place: .....  
Date : .....

Signature of the authorised representative of

Bidder's name :.....  
Designation:.....  
Company Seal:.....

**SCHEDULE OF COMMERCIAL DEVIATION**

**Enquiry no 276E029, dtd. 17.05.2016**

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

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

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

**Note : 1.** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

**2 Deviation mentioned in this schedule shall only be considered.**

**This Format is to be submitted in original duly signed by bidder.**

**Reproduction of the same in any sort is not acceptable.**

Place: .....

Date : .....

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

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

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

**Enquiry no 275E270, dtd. 04.01.2016**

S.No.	Description of Item	Unit	Quantity	Unit Price Ex-works	Total Ex-Works	Unit F & I	Total F & I	ED @____ % of Col6	CST / ST @____% of (Col 6+9)	TOTAL (FOR Destination) PRICE (Rs.)
1	2	3		5	6	7	8	9	10	11
1	PA System consisting of Compact microprocessor based 2 way zone selector console for Industrial PA System with built in Preamplifier, feather touch zone selection, all call switches, fire tone facility, monitoring speaker. Telephone to PA interface/coupler unit suitable for Industrial PA system. Wall mounting Pilferproof station with built in microphone and loudspeaker including Amplifier , Indoor and Outdoor type Speaker and Junction Boxes and applicable cables.	Lot	1							
2	Mandatory Spares - Indoor speakers	Nos	5							
3	Mandatory Spares - Outdoor weatherproof speakers	Nos	5							
4	Mandatory Spares - Power amplifier	Nos	1							
5	Mandatory Spares - Pre-amplifier	Nos	1							
6	Mandatory Spares - Each type of fuse used on all equipment supplied.	Nos	10							

**NOTE: 1.VENDOR TO INDICATE APPLICABLE LOCAL TAX/VAT WITHOUT AS ANY CONCESSIONAL FORMS FOR**

**TRANSACTION WITHIN THE STATE.LOCAL TAX/VAT\_\_\_\_\_**

**2. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID ( i.e. WITH ALL PRICE BLANKED )**

**SHALL BE FURNISHED ALONGWITH TECHO-COMMERCIAL BID.**

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

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

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

**TENDERER**

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

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

**Enquiry no 276E029, dtd. 17.05.2016**

S.No.	Description of Item	Unit	Quantity	Unit Price Service charges	Total Service charges	Service tax@____% of (Col 6+9)	TOTAL PRICE (Rs.)
1	2	3		5	6	10	11
7	Erection Testing and Commissioning of Public Address System.	Lot	1				

**NOTE: 1.VENDOR TO INDICATE APPLICABLE LOCAL TAX/VAT WITHOUT AS ANY CONCESSIONAL FORMS FOR TRANSACTION WITHIN THE STATE.LOCAL TAX/VAT\_\_\_\_\_**

**2. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID ( i.e. WITH ALL PRICE BLANKED )**

**SHALL BE FURNISHED ALONGWITH TECHO-COMMERCIAL BID.**

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

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

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

(Enquiry no 276E029, dtd. 17.05.2016)

**PQR**

- (1) Bidder shall have supplied at least (2) two nos. of PA system to power or transmission utilities.
- (2) Bidder shall have 2 years of experience to execute i.e. engineering, supply, erection, testing & commissioning as on date of bid opening.

In case Bidder is not already approved, Bidder is required to submit the Credentials, **duly flagged & clearly mentioning** the following details:-

1. Registration / License of the works
2. Organization chart with name and qualification of key persons.
3. List of Plant and Machinery.
4. List of testing equipment to carry out all the routine tests in-house along with their calibration status.
5. List of Raw material, bought out items with sourcing details.
6. List of out sourced service with sourcing details.
8. Third party approval, if any (viz. ISO, BIS).
9. Pollution clearance wherever applicable.
10. Energy conservation and efficiency report enclosed.
11. Formats for RM, in process and acceptance testing.
12. Type test approvals conducted in last 5 years, if applicable.
13. Performance Certificates from Customers.
14. Photographs of factory, plant and machinery & testing facilities.

Your offer will be considered subject to vendor approval from customer.

**BHARAT HEAVY ELECTRICALS LTD.  
(TRANSMISSION BUSINESS GROUP)**

**TERMS & CONDITIONS FOR INSTALLATION SERVICES**

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

SN.	BHEL's Terms & Conditions
1.0	<p><b><u>SCOPE OF WORK:</u></b></p> <p>The scope of work of the successful tenderer shall comprise but not limited to the following:</p> <p>1.1 Receipt of equipment / material at site, unloading, handling, transportation to storage area.</p> <p>1.2 Inspection/ verification of equipment/ materials received for any shortage/ damage after opening the packing cases and intimating the same to BHEL/ Owner and underwriters within the time period specified by BHEL and to strictly follow the procedures specified. Storage of equipment indoor / open stores in line with the instruction of the BHEL.</p> <p>1.3 Conservation/ maintenance/ upkeep of the equipment in the store.</p> <p>1.4 Temporary lighting in stores and construction area wherever required for their work.</p> <p>1.5 Safety/ Security of equipments/ materials.</p> <p>1.6 Transportation of equipment/ materials from stores to erection site, erection of equipment/ materials in line with the drawings/ instructions to be furnished by BHEL, testing and commissioning and handing over.</p> <p>1.7 Maintenance of associated equipment till handing over, any other activity necessary for completion of the job but not specifically mentioned in this specification.</p> <p>1.8 Unloading/ Transportation/ Storing/ Up keeping and handing over of spare items/ equipment.</p>
2.0	<p><b><u>TESTING AND COMMISSIONING :</u></b></p> <p>2.1 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.</p> <p>2.2 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.</p> <p>2.3 The contractor shall be completely responsible for the satisfactory erection and providing test equipment and skilled manpower for testing, commissioning of all equipment.</p> <p>2.4 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.</p>

SN	BHEL's Terms & Conditions
3.0	<p><b><u>CONSUMABLES:</u></b></p>
3.1	<p>The contractor shall provide adequate inventory of necessary consumables at Site prior to erection so that timely completion of the works under the contract is not held up due to non availability of spares/ consumables.</p>
4.0	<p><b><u>COMMENCEMENT OF WORK:</u></b></p> <p>Project start / zero date for this work shall be issue date of letter of intent or as specified in P.O.</p>
5.0	<p><b><u>COMPLETION SCHEDULE:</u></b></p>
5.1	<p>The entire work under this tender is required to be completed as specified in NIT / Enquiry.</p>
6.0	<p><b><u>OVER RUN CHARGES:</u></b></p>
6.1	<p>No over run charges are payable.</p>
7.0	<p><b><u>IDLE LABOUR CHARGES:</u></b></p>
7.1	<p>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.</p>
8.0	<p><b><u>SECURITY-CUM-PERFORMANCE GUARANTEE:</u></b></p>
8.1	<p>The contractor shall furnish security-cum-performance BG for 10% of total contract value within two weeks of placement of work order valid till guarantee period on a non-judicial stamp paper of appropriate value from a nationalised bank or any scheduled bank as per RBI guidelines (excluding cooperative bank) in the prescribed format . The BG should be sent directly by your banker to FINANCE DEPARTMENT.</p>
9.0	<p><b><u>INSURANCE:</u></b></p>
9.1	<p>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.</p>
10.	<p><b><u>QUANTITY VARIATION:</u></b></p>
10.	<p>In case of item rate contract, the contract value is subject to variation based on the actual quantity executed within <math>\pm 30\%</math>. Quantities of individual items may vary to any extent or may get deleted. No compensation is payable due to variation in quantity. If the work is to be executed on "Lumpsum" basis for the Package, no variation of contract value shall be admissible to the contractor within the scope of contract, as long as the inputs remain unchanged. In case of change in scope after award of the contract, the additions/ deletions to the scope shall be settled at mutually agreed rates.</p>
11.	<p><b><u>GUARANTEE:</u></b></p>
11.	<p>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.</p>

<b>SN</b>	<b>BHEL's Terms &amp; Conditions</b>
12.0	<p><b><u>TERMS OF PAYMENT:</u></b></p> <p>The terms of payment shall be as under unless specified elsewhere.</p>
12.1	No mobilisation advance is payable
12.2	70% of the contract price on the monthly progressive bills on pro-rata basis for the unloading, storage and erection work completed as certified by BHEL, Engineer.
12.3	20% after testing of equipments on pro-rata basis & completion of satisfactory commissioning.
12.4	10% of the contract price after acceptance test, retest if any, PG Test and handing over.
12.5	The payment due to the contractor shall be released after deducting income tax wherever deductible at source as per Indian. Income tax act and BHEL will issue appropriate certificate to the contractor after tax deduction.
12.6	All taxes including sales tax, works tax, service tax etc., if any shall be to the contractor's account. All charges on account of Octroi, Terminal tax and / or other duties on materials obtained for the work shall be borne by the contractor. Service tax is payable extra as per actual.
13.0	<b><u>ESCALATION / PRICE VARIATION:</u></b>
13.1	Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.
14.0	<b><u>COMPENSATION FOR DELAY IN EXECUTION:</u></b>
14.1	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.
15.0	<b><u>FACILITIES TO BE PROVIDED AT SITE BY THE CONTRACTOR:</u></b>
15.1	Watch and ward for the stores and safe custody of the equipment in the scope of Contractor shall be their responsibility.
15.2	It is the responsibility of the contractor to dismantle and take away all the materials of his office accommodation as soon as the work is handed over to BHEL/Owner and clean the area of debris.
16.0	<b><u>ADDITIONAL EXPENDITURE:</u></b>
16.1	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.
17.0	<b><u>REGULATION OF LOCAL AUTHORITIES AND STATUS :</u></b>
17.1	The contractor shall comply with all state and central laws, statutory rules, regulations etc., such as: The payment of wages to, the minimum wages Act. The workmen compensation Act., The employees liability Act., The industrial dispute Act., the employees provident fund Act., Employees state insurance scheme, The contract labour (regulation & abolition) Act 1970 and other Acts, Rules and regulations for labour as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction at site. The contractor shall given to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

SN	BHEL's Terms & Conditions
17.2	The contractor, as required, will obtain independent license under the contract labour (Regulations and Abolition) Act. 1970 from the concerned authorities based on the certificate (Form-V) issued by the principal Employer/ Customer.
17.3	The contractor shall pay all taxes, fees, license charges deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any of such payments, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
18.0	<b><u>DISCIPLINE OF WORKMEN:</u></b>
18.1	The contractor shall adhere to the disciplinary procedure set by the owner in respect of his employees and workman at site.
19.0	<b><u>ELECTRICITY &amp; WATER:</u></b>
19.1	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.
19.2	Unless stated otherwise, the contractor shall make his own adequate arrangement for procuring clear water to be used in various works.
20.1	<b><u>FORCE MAJEURE:</u></b>
20.2	The following shall amount to force majeure conditions:  Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes, over which the contractor has no control.
21.0	<b><u>ARBITRATION:</u></b>
21.1	In case of any dispute, a sole arbitrator will be appointed by BHEL and whose decision would be final and binding on both the parties. The place of arbitration shall be any Indian city as decided by BHEL.
22.	<b><u>VALIDITY OF OFFER:</u></b>
22.1	The offer shall be valid for 120 days from the date of opening.

It is understood that the bids having deviation (s) w.r.t tender are to be outrightly 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

**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

(ON RS.100/- NON - JUDICIAL STAMP PAPER)

**PROFORMA FOR SECURITY-CUM-PERFORMANCE GUARANTEE**

1. This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ by \_\_\_\_\_ Bank Ltd., \_\_\_\_\_ in favour of **Bharat Heavy Electricals Limited, Transmission Business Group, Tower-A, 5<sup>th</sup> Floor, Advant Navis IT Business Park, Plot-7, Sector-142, Expressway Noida, Noida-201305** having their registered office at **BHEL House, Siri Fort, New Delhi - 110 049.**
2. Whereas **M/s** \_\_\_\_\_ ( here in after called the **Contractor / Seller** ) have entered into a Contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ (herein after called the **Contract** ) for supply / erection of **M/s Bharat Heavy Electricals Limited** ( hereinafter called the **Company** ).
3. And whereas the said Contract Inter-alia provides that the Contractor / Seller shall pay to the company a sum of Rs. \_\_\_\_\_ only, towards **Security deposit-Cum-Performance Guarantee** in the for and manner therein specified.
4. And whereas the Seller/Contractor have approached \_\_\_\_\_ Bank Limited (hereinafter referred to as the **Guarantor**) and at their request and in consideration of the arrangement arrived at between the **Contractor** and the **Guarantor**, the Guarantor has agreed to give the Guarantee as herein after mentioned in favour of the Company.

**NOW THIS DEED WITNESSES AS FOLLOWS :**

5. The Guarantor by the hand of Mr. \_\_\_\_\_ and its lawfully and fully constituted attorney and do hereby guarantee the due and faithful performance of the said contract and do hereby irrevocably undertake and promise to pay the Company without any demur merely on demand made by them a sum not exceeding Rs. \_\_\_\_\_ only in case the Company sustains any loss or damage by reason of any breach, default, by the Contractor / Seller of any of the terms conditions, stipulations or undertakings or any one of them contained in the said contract and the tender documents attached hereto and for payment of any moneys payable by the Contractor/ Seller to the Company under the terms and conditions of the said contract. The decision of the company regarding the breach, default, loss, damage or payment shall be conclusive and binding in the guarantor irrespective of the fact whether the contractor/seller admits or denies such claims or questions its correctness in any court, tribunal or arbitration proceedings or before any other authority.

(Contd....2.)

6. The company shall have the fullest liberty without effecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time by the Seller/Contractor or to postpone for any time and from time to time any of the powers exercisable by its against the Seller/Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the contract or securities available to the Company and the guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reason of time being given to the seller or any other forbearance, act or omission on the part of the company or any indulgence by the company to the Seller/Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would but for this provision have the effect of so releasing the Guarantor/contractor from its liability under this Guarantee.
7. This Guarantee shall remain in full force and effect and the Guarantor shall be liable under the same irrespective of any concession or time being granted by the company to the contractor in or for fulfilling the said contract and this Guarantee shall remain in full force irrespective of any change in terms, conditions, stipulations or any variations in the terms of contract irrespective of whether notice of such change and / or variation is given to the Guarantor or not and the claim to receive such notice of any change and or variation of the terms/or conditions of the contract is hereby specifically waived by the Guarantor.
8. The Guarantor here in contained shall not be determined prejudiced or effected by the liquidation or winding up or insolvency of or change in the constitution of the contractor but shall in all respects and for all purposes be binding and operative until all payments or all moneys due or that may hereafter become payable to the company are paid in respect of any liability or obligation of the contractor under the contract.
9. The Guarantor further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the commencement of the contract till end of the contract and its claim satisfied or discharged and till the company certified that the terms and conditions of the contract have been fully and properly carried out by the seller and accordingly discharges this Guarantee, subject, however, that the company shall have no claim under this guarantee after \_\_\_\_\_ months from the date of completion of the guarantee has been served on the guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor not with standing the fact that the same is enforced after expiry of said period.

The Guarantor undertake not to revoke this Guarantee during the period it is in force except with the precious consent of the company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Seller or the guarantor shall not discharge the Guarantor's liability here under.

( 3 )

It shall not be necessary for the company to proceed against the seller before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them not with standing any security which the company may have obtained or obtained from the seller shall at the time when proceedings are taken against the Guarantor here under be outstanding or unrealised.

The Guarantor hereby declares that it has power to execute this Guarantee and the executant has full powers to do so on its behalf under the power of attorney dated \_\_\_\_\_granted to him by the proper authorities of the Guarantor.

- 10. Not withstanding anything here in before contained, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_(Rs.\_\_\_\_\_only) and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us, within **three months** from the date, all our rights shall be forfeited and we shall be relieved and discharged from all our liabilities there under.

IN WITNESS whereof the \_\_\_\_\_(Bank) have hereunto set and subscribed their hands the day, month and year first above written.

**SIGNED FOR AND ON  
BEHALF OF THE BANK**

**WITNESSESS**

**Name and Address**

**Signature**

1. ....  
 .....  
 .....  
 .....  
 .....

2. ....  
 .....  
 .....  
 .....  
 .....

**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 bis' 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.

Reverse Auction guidelines are also available on BHEL website ([www.bhel.in](http://www.bhel.in))

**ACTIVITY SCHEDULE**

**(To be filled – up by the supplier)**

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

SL. NO.	ACTIVITY		ACTIVITY TIME IN WEEKS	CUMULATIVE TIME IN WEEKS FROM LOI/PO DATE	REMARKS IF ANY
1.	Receipt of P.O				
2.	Submission of P.O Acceptance	Max 1 week (7 days)			
3.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc.				
4.	Review and Approval of documents and issue of manufacturing clearance				
5.	Manufacturing Time	(A)			
6.	Inspection and Issue of MICC	<b>'BY BHEL'</b>			
7.	Issue of other documents like Road Permits etc.	<b>'BY BHEL'</b>			
8.	Dispatch				
9.	Transit time upto Site.				
10	Erection testing and commissioning				

Note : 1) For item at Sl. No. 4) Vendor to reply to all queries within 3 days.

2) For Sl. No. 5) Inspection call for entire lot to be issued 2 weeks in advance. Date given in call for inspection should be within the period indicated in "A" for completion of activity at Sl. No. 6.

3) Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.

2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.

3) Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of

Supplier

Date: