

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	Enquiry No.- 254E202 Dated-15.01.15 Due on- 10.02.15
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>Material Management Division</u></p> <p><u>Transmission Business Group</u></p> <p><u>Tower A, 5th Floor, BHEL, Advant Navis IT Business Park</u></p> <p><u>Plot No 7, Sector - 142, Express way Noida</u></p> <p><u>Noida -201305</u></p> <p><u>DISTT- GAUTAM BUDH NAGAR, UP</u></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 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 superscribed with enquiry no., item / package name, project name (if any) and due date of opening.</p> <p>e) For any technical clarification please contact :</p>	

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	<p>Shri GYAN PRAKASH Sr. Engineer (TBEM) 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 BUDH NAGAR, UP, INDIA Phone : 0120 – 6748551 E-mail : gyanprakash@bhel.in</p> <p><u>For any Commercial clarification, please contact:</u></p> <p>SH. S.C. SHIVHARE, SR. MGR.(TBMM) 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 BUDH NAGAR, UP, INDIA Phone : 0120-6748473 / 0120-6748471 Email: shashirai@bhel.in / scshivhare@bhel.in / a.kumar@bhel.in</p> <p>f) Price bid should contain only rates / prices, otherwise bid shall be liable for rejection.</p> <p>g) Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>h) Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material:</p> <p>There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion Commercial Terms and Conditions mentioned herein shall be applicable & for Site execution portion Terms and Conditions for Installation services shall be applicable. However, any breach in either of the contracts shall be deemed as the breach of other contract also.</p>	
2.	<p>PRICES:</p> <p>A. The prices to be quoted are with PVC with following formula :</p> <p>PVC as per IEEMA as applicable as on date of dispatch. Present PVC formula as per Annexure – II.</p> <p>The base indices in the formula shall be of first notification of IEEMA of the month one Month prior to Scheduled Techno – Commercial Bid opening. The date of delivery shall be P. O. Delivery Date or Date of Actual Dispatch, whichever is earlier.</p> <p>B. The prices shall be on domestic basis.</p> <p>C. The prices are to be quoted on Ex-works basis. The break-up of prices shall be as under : -</p> <p>a) Ex-works Price: Ex-Works price including packing & forwarding Charges.</p> <p>b) Excise Duty: Extra as applicable to be quoted as percentage in both un-price bid and price bid.</p>	

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	<p>c) Sales Tax: ST / VAT / CST (against C form) as applicable to be quoted extra as percentage in un-priced and price bid. In case of inter-state sale-in-transit supplier/vendor will have to provide E1/E2 form.</p> <p>d) Entry tax / Octroi Charges: Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p>e) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/site is to be quoted.</p> <p>Note: The purchase order shall be placed on Ex-works basis.</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 & Conditions Of Reverse Auction Page 1 & 2)</p>	
3.	<p>TERMS OF PAYMENT:</p> <p>100% payment along with taxes, duties, Freight & Insurance within 60 days (45 days for MSE Vendor) 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 as per attached format • Excise invoice (where ED re-imburement is required) • Packing List (Case-wise) • Copy of Performance Bank Guarantee • Transit insurance Certificate from insurance Comp or intimation of Transit Insurance duly endorsed by insurance Comp. • MICC issued by BHEL • Guarantee Certificate 	

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4.	INTEREST LIABILITY: In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.	
5.	GUARANTEE: The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.	
6.	PERFORMANCE BANK GUARANTEE: Supplier shall submit BG within 30 Days of P.O. placement for a value of 2% of Ex-works value of Purchase Order Rev-0 and valid for a period of 18 months + 3 months claim period (i.e. Total 21 months) from the date of last delivery. Further BG shall be released only after ensuring submission of documents as per clause 3.4 of Technical specification (Final Engineering Documentation).	
7.	FINAL ENGINEERING DOCUMENTATION: Final Engineering Documentetation as called in the specification is to be submitted within 3 months from the date of dispatch of material. Bank Guarantee pertaining to Purchase Order shall be released only after certification of documents submission as per Clause No. 3.5 of Tech Spec No. TB-XXX-618-002 R03.	
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 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 LR • Packing List (Case-wise) • Insurance Certificate • Guarantee Certificate 	
10.	DELIVERY PERIOD: Bidder to specify the delivery period in weeks from the date of LOI / PO in the Activity Schedule Format enclosed with enquiry. Time for conduction of type test, if required, is to be separately indicated. 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 of Delayed Lot per week or part there-of subject to maximum of 10% Ex-Works Value of Delayed Lot will be withheld.	

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12.	VALIDITY: The offer shall be valid for 120 days from the due date of opening.	
13.	QUANTITY VARIATION: As per Technical Specification TB -XXX-618-002 R03	
14.	ACCEPTANCE / REJECTION OF TENDER: BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.	
15.	EVALUATION: Comparative statement shall be prepared based on quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.	
16.	DEVIATION: The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer as per Loading Criteria for identified deviations mentioned in clause No. 25.	
17.	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 nominated by him (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) to act as sole arbitrator. The arbitration shall be in accordance with 'The Arbitration and Conciliation Act 1996' and the rules there under as amended from time to time. 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.	
18.	LEGAL SETTLEMENT: Subject to clause 17 hereinabove this contract shall be subject to exclusive jurisdiction of courts at Delhi.	
19.	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.	
20.	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.	
21.	ADJUSTMENT OF RECOVERY : Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.	

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22.	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.	
23.	TECHNICAL SPECIFICATION : G. I. Structures : TB -XXX-618-002 R03	
24.	QUALITY PLAN : For Projects from PGCIL & NTPC, the standard QAP of G.I. Lattice Structures of respective customer would be applicable. For other projects supplier to take confirmation from BHEL regarding applicability of quality plan.	
25	LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON: <u>25.1.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>25.2. 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>25.3 GUARANTEE:</u> Normally BHEL will not accept deviation against this clause and offer may be ignored on this deviation, however If the offered guarantee period is less than the tender guarantee period the ex- works prices shall be loaded for the difference in the period (higher of the difference with respect to guarantee required from date of delivery and date of commissioning) @ 2.5 % per year for number of months(fractional months to be rounded off to next higher)	
26	“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 - 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 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”.	
27	Pre- Qualification Criteria: Bidder MUST be a NTPC approved supplier for 400 KV Class under category Substation Structure- LATTICE Type. Bidder has to submit copy of valid approval letter issued from M/s NTPC for proof of the same along with offer.	