

निविदा / Enquiry



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

Project : PGCIL BANASKANTHA AND SANKHARI

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
276E055	07-Jun-16	0		342260037	Package		01-Jul-16			

Document Enclosed

SN	Equipment	Phy Unit	Qty	Plan Dt	Comments
1	CLAMPS & CONNECTORS	LOT	1	31-Aug-16	TECHNICAL DETAILS SHALL BE AS PER SPECIFICATION NO. TB-384-316-128 REV-00. ONLY 765KV CLAMP & CONNECTORS.
2	For Banaskantha S/s:- 765kV , 3150A, current transformer , Expansion type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	25		
3	For Banaskantha S/s:- For Banaskantha S/s:- 765kV , 3150A, current transformer , Rigid type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	25		
4	For Banaskantha S/s:- For Banaskantha S/s:- 765kV , capacitor voltage Transformer , Rigid type connector suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	13		
5	For Banaskantha S/s:- For Banaskantha S/s:- 765kV , capacitor voltage Transformer , Rigid type connector suitable for Twin Bull AAC conductor with horizontal approach.	Nos.	1		
6	For Banaskantha S/s:- 765kV , 3150A, Circuit Breaker, Expansion type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	64		
7	For Banaskantha S/s:- 765kV , 3150A, Vertical Knee Isolator , Rigid type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	70		
8	For Banaskantha S/s:- 765kV , 3150A, Vertical Knee Isolator , Expansion type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	28		
9	For Banaskantha S/s:- 765kV , 3150A, Vertical Knee Isolator , Rigid type connector suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	19		
10	For Banaskantha S/s:- 765kV , 2000 A, Vertical Knee Isolator , Expansion type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	40		
11	For Banaskantha S/s:- 765kV , 2000 A, Vertical Knee Isolator , Rigid type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	37		
12	For Banaskantha S/s:- 765kV , 2000 A, Vertical Knee Isolator , Rigid type connector suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	16		
13	For Banaskantha S/s:- 765kV , Lightning Arrester , Rigid type connector suitable for Twin Bull AAC conductor with horizontal cum vertical approach.	Nos.	1		
14	For Banaskantha S/s:- 765kV , Lightning Arrester , Rigid type connector suitable for Quad Bull AAC conductor with horizontal cum vertical approach.	Nos.	25		
15	For Banaskantha S/s:- 765kV , 3150A, Wave Trap , Rigid type connector suitable for Quad Bull AAC conductor with horizontal cum vertical approach.	Nos.	8		
16	For Banaskantha S/s:- 765kV , 3150A, bus post insulator , Expansion type connector suitable for 4.5" IPS Al tube with horizontal approach.	Nos.	19		
17	For Banaskantha S/s:- 765kV , bus post insulator , Rigid/sliding type connector suitable for 4.5" IPS Al tube with horizontal approach.	Nos.	49		
18	For Banaskantha S/s:- 765kV , 500MVA (1 Phase) Auto Transformer , For Banaskantha S/s:- 765kV HV bushing , Rigid type connector, 2000A, suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	7		
19	For Banaskantha S/s:- 765kV , 110MVAR (1 Phase) Line Reactor , For Banaskantha S/s:- 765kV HV bushing , Rigid type connector, 2000A, suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	7		
20	For Banaskantha S/s:- 765kV , 110MVAR (1 Phase) Bus Reactor , For Banaskantha S/s:- 765kV HV bushing , Rigid type connector, 2000A, suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	4		
21	For Banaskantha S/s:- 765kV , 3150A, Tee connector suitable for Quad Bull AAC run and Quad Bull AAC tap .	Nos.	60		
22	For Banaskantha S/s:- 765kV , 3150A, Tee connector suitable for 4.5" Al tube run and Quad Bull AAC tap .	Nos.	84		
23	For Banaskantha S/s:- 765kV , 3150A, Tee connector suitable for 4.5" Al tube run and Twin Bull AAC tap .	Nos.	1		
24	For Banaskantha S/s:- 765kV , 3150A, Tee connector suitable for Hex Zebra run and Quad Bull AAC tap.	Nos.	12		
25	For Banaskantha S/s:- 765kV , 2000A, Parallel connector suitable for 4 .5" IPS Al tube and Quad Bull AAC Conductor.	Nos.	30		
26	For Banaskantha S/s:- 765kV , 1000A two way PG clamp suitable for single	Nos.	5		

SN	Equipment	Phy Unit	Qty	Plan Dt	Comments
	Bull AAC Conductor				
27	For Banaskantha S/s:- 765kV , PG clamp suitable for Quad Bull AAC to Quad Bull AAC Conductor	Nos.	21		
28	For Banaskantha S/s:- 765kV flexible spacers for Quad Bull AAC conductor	Nos.	550		
29	For Banaskantha S/s:- 765kV Rigid spacers for Quad Bull AAC conductor	Nos.	200		
30	For Banaskantha S/s:- 765kV flexible spacers for Twin Bull AAC conductor	Nos.	1		
31	For Banaskantha S/s:- 765kV Rigid spacers for Twin Bull AAC conductor	Nos.	1		
32	For Banaskantha S/s:- 765kV Aluminium welding sleeves for 4.5" IPS Al Tube	Nos.	100		
33	For Banaskantha S/s:- 765kV Corona end bell for 4.5" IPS Al Tube	Nos.	48		
34	For Banaskantha S/s:- 765kV end cap for 4.5" IPS Al Tube	Nos.	30		
35	For Banaskantha S/s:- Two way PG clamps for 7/9 SWG(10.98mm dia) GS Wire	Nos.	60		
36	For Banaskantha S/s:- Tension clamps for 7/9 SWG(10.98mm dia) GS Wire	Nos.	72		
37	For Banaskantha S/s:- Structure clamps for 7/9 SWG(10.98mm dia) GS Wire on Lattice type structure	Nos.	400		
38	For Banaskantha S/s:- Clamp For connecting 7/9 SWG(10.98mm dia) GS Wire on one side and 75X 12 mm GS strip on other side	Nos.	50		
39	For Banaskantha S/s:- Structure clamps for 75X 12 mm GS strips on Lattice type structure	Nos.	2000		

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 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 venders who has sent offers with password,the passwords are to be forwarded to another email id: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

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 : 276E055 **Enquiry Dt** : 07-Jun-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 TENDER Enquiry No 276E055, dtd. 07 - 06 - 2016)
1	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 2.00 PM of the due date of opening in</p> <p>Tender Box Material Management Division, TBG 5th Floor, Advant Navis IT Business Park, Plot No. 7, Sector-142, Expressway Noida, Noida-201305 Distt. Gautam Budh Nagar (U.P.)</p> <p>3. The same shall be opened at 2.30 PM 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. <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></p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another</p> <p>5. For any Technical clarification, please contact Mr Vikram Singh Meena, Engineer (TBEM)/Mr Vyom , Engineer (TBEM) 5th Floor, Plot No 7 , Tower A , Advant Navis IT Business Building , Sector 142 ,Noida-Greater Noida Expressway, Noida-201305 , Phone No: 0120-6748541/22 e-mail : vsmeena@bhel.in/vyom@bhel.in</p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p>

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	<p>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. 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 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>
2	<p>PRICES:</p> <p><RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY></p> <p>A.1. Unless specifically indicated, all prices shall be FIRM. No enhancement of rate for whatever cause unless and until asked by BHEL will be allowed.</p> <p>A.2. PVC (if indicated) The prices to be quoted are with PVC with following formula.</p> <p><Formula></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 The prices shall be quoted by the vendors considering following.</p> <p>B.1. Unless specifically indicated, the prices shall be on Domestic basis.</p> <p>B.2. Deemed export (if indicated)</p> <p>i) Prices are to be quoted considering following benefits:</p> <ol style="list-style-type: none"> 1. ----- 2. ----- 3. ----- <p>ii) For availing above benefits, BHEL shall provide following documents.</p> <ol style="list-style-type: none"> 1. ----- 2. ----- <p>iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.</p> <p>B.3. Physical export (if indicated)</p> <p>i) Prices are to be quoted considering following benefits</p> <ol style="list-style-type: none"> 1. ----- 2. ----- <p>ii) For availing above benefits BHEL shall provide following documents</p> <ol style="list-style-type: none"> 1 2 <p>C. The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p> <p>a) Ex-works Price: Ex- works price including packing & forwarding charges.</p>

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	<p>b) Excise duty: ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p>c) Sales Tax: 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>e) Entry tax / Octroi Charges: Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p>f) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p>g) Type Test charges: If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p>h) Erection / Commissioning supervision charges: If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note : The purchase order shall be placed on Ex-works basis.</p>
3	<p>TERMS OF PAYMENT :</p> <p><RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY></p> <p><u>For BOIs (non package items)</u></p> <p>100% payment along with taxes, duties, Freight & 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"> - Endored LR and MRC (Material Receipt certificate) - Excise invoice (where ED re-imburement is required) - Delivery Challan / Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - Despatch Clearance given by BHEL, - Guarantee certificate, - All Test reports and inspection reports, - Performance Bank Guarantee copy. <p><u>For BOPs : Air-Conditioning & Ventilation, Fire Protection, Illumination, Oil handling system where ETC is in scope of bidder</u></p> <p>a. 90% of Ex-works value alongwith 100% taxes, duties, Freight & 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"> - Receipted LR / RR - Excise invoice (where ED re-imburement is required) - Delivery Challan / Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed - Despatch Clearance given by BHEL, - Guarantee certificate, - All Test reports and inspection reports, - Performance Bank Guarantee copy.

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	<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>Terms of payment for Type test charges: 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>Terms of payment for Supervision charges: 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>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 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><FOLLOWING TO BE DELETED IN ALL ENQUIRY OTHER THAN ILLUMINATION PACKAGE></p> <p>However for Illumination system after commissioning Lamps, Tubes, Ballast, Starters, Capacitors, Fuses will not be covered in Guarantee.</p>
6	<p>PERFORMANCE BANK GUARANTEE : <PBG CLAUSE TO BE REMOVED BEFORE ISSUE OF ENQUIRY FOR ITEMS FOR WHICH PBG IS NOT REQUIRED></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><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.</p> <p><u>Option C</u> Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 24 months from the date of first delivery.</p>

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	<p>Note : For Shield wire, Earthing material, Cable gland, Cable Trench material, GI/PVC pipe, Hardwares, Al tube, MS Rod, Lable & phase colour disc, HG Fuse, Ferrule, Lug, Marker, Stationary, Office eqpt. and any petty / sundry purchase no Performance bank guarantee is required.</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>FINAL ENGINEERING DOCUMENTATION: 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>INSPECTION : BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection</p> <p>Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p>
9	<p>DESPATCH DOCUMENTS : Following despatch documents are to be immediately sent to purchaser on despatch.</p> <ul style="list-style-type: none"> - Copy of LR - Copy of delivery challan / packing list - Insurance certificate - Guarantee certificate
10	<p>DELIVERY PERIOD: 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>DELAYED DELIVERY:</p> <p>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.</p>
12	<p>VALIDITY : The offer shall be valid for 120 days from the due date of opening.</p>
13	<p>ACCEPTANCE / REJECTION OF TENDER : 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>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.</p>
15	<p>DEVIATION : 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>

Sr. No	Terms & Conditions (GTC for TENDER Enquiry No 276E055, dtd. 07 - 06 - 2016)
16	ARBITRATION : All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under ' The arbitration and contract act 1996 ' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.
17	LEGAL SETTLEMENT : All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi
18	SUBCONTRACTING : In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be
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 Total cost to BHEL of the successful bidder.
20	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.
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.

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 included for arriving at total cost to BHEL.

B.2. Not Applicable

B.3. Not applicable

Clause 3: TERMS OF PAYMENT

Terms for BOI is applicable

Terms for BOP is not applicable

Documents for payment:

1. Invoice, 2. Proof of material receipt (Material receipt certificate) and Endorsed 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:

The vendor/ Manufacturer should have valid MQP number approved by PGCIL at the time of technical bid opening.

- Bidder to quote the priced / unpriced BOQ as per the BOQ mentioned in Unpriced schedule only.
- Proposed delivery plan is Aug 16; however vendor has to quote their best delivery plan in activity schedule.
- Price bid opening of vendor is subjected to customer approval.

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 02:00PM of the due date of opening.
3. Bid opening time: 02:30PM on the same day.

Clause 2: PRICES

A.1 Applicable

A.2. Not applicable

B.1 Applicable

B.2. Not applicable

B.3. Not applicable

Clause 3: TERMS OF PAYMENT

LR to be read as Bill of Lading/AWB.

Terms for BOP is not applicable.

Terms for BOI is applicable.

Note: - Dispatch Clearance given by BHEL means BHEL MICC.

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 TERMS AND CONDITIONS.

1. 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.

Information and General Terms and Conditions governing RA as per Annexure-I.

2. PERMISSIBLE DEVIATIONS & LOADING CRITERIA:

PERMISSIBLE COMMERCIAL DEVIATIONS

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 by bidder (at offered value).

PERMISSIBLE TECHNICAL DEVIATIONS: No permissible Technical Deviation has been envisaged.

3. OFFER EVALUATION-

- For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part-I in case of two part bid) shall be considered.
- a- Evaluation (for Indian vendors) – Evaluation on landed cost to BHEL.
- b- Evaluation (for foreign vendors) – Evaluation shall be on CIF (discharge port) basis and PO shall be on FOB basis.
- c- Evaluation (in case offers for Indian and foreign vendors) – Evaluation shall be on landed cost to BHEL.

4. PRICE BREAKUP-

Price breakup should consist of the following breakup:-

- a. FOB port of Loading.
- b. Marine Freight from load port to discharge port i.e. any Indian discharge port preferably Mumbai.
- c. Marine Insurance from load port to discharge port i.e. any Indian discharge port preferably Mumbai.

5. MARINE FREIGHT AND INSURANCE-

Marine freight and insurance to be quoted separately.

Freight & Insurance from discharge port to site – Bidder may quote for inland transportation upto site (**i.e. from Discharge port to site**), however in case bidder do not quote; BHEL may exercise the option of inland transportation and rates will be based on BHEL's applicable rate contract for arriving at landed cost to BHEL.

Freight and Insurance to be quoted separately.

6. Following details regarding shipment shall also be mentioned to arrange logistics for the same-

- a) No. of package.
- b) Size and Weight (Net & Gross) of each package.
- c) No. of containers required with type of container & size of container.
- d) Type of cargo (Break Bulk/LCL/FCL).
- e) Custom Tariff No.

7. SPECIAL INSTRUCTIONS:

- **Price bid shall be opened only customer approved vendors.**
- **Bidder to quote the priced / unpriced BOQ as per the BOQ mentioned in Unpriced schedule only.**
- **Proposed delivery plan is Aug 16; however vendor has to quote their best delivery plan in activity schedule.**
- **PQR enclosed separately.**
- **Quantity variation-As per Technical Specification.**

SCHEDULE OF TECHNICAL DEVIATION

TENDER Enquiry No 276E055, dtd. 07 - 06 - 2016)

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

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 Technical Specifications,

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

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

All deviations must be mentioned in this format only. Deviation(s) to spec/std. mentioned elsewhere will not be considered.

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

Reproduction of the same in any sort is not acceptable.

Signature of the authorised representative of

Place:

Date :

Bidder's name :.....

Designation:.....

Company Seal:.....

SCHEDULE OF PRICE (INDIAN VENDOR)

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

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.

TENDER Enquiry No 276E055, dtd. 07 - 06 - 2016)

Project: PGCIL Banskantha and Sankhari

SL. NO.	DESCRIPTION OF ITEM	Unit	Qty	UNIT PRICE EX. WORKS (Rs.)	TOTAL EX. WORKS (5 * 6)	UNIT FREIGHT & INSURANCE	TOTAL F & I (8 * 5)	* ED @% OF COL 6	CST / ST @ ...% OF COL 6+9 (7 + 10)	TOTAL F.O.R. DESTINATION PRICE (Rs.)
1	2	4	5	6	7	8	9	10	11	12
1	CLAMPS & CONNECTORS									
1	For Banaskantha S/s:- 765kV , 3150A, current transformer , Expansion type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	25							
2	For Banaskantha S/s:- For Banaskantha S/s:- 765kV , 3150A, current transformer , Rigid type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	25							
3	For Banaskantha S/s:- For Banaskantha S/s:- 765kV , capacitor voltage Transformer , Rigid type connector suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	13							
4	For Banaskantha S/s:- For Banaskantha S/s:- 765kV , capacitor voltage Transformer , Rigid type connector suitable for Twin Bull AAC conductor with horizontal approach.	Nos.	1							
5	For Banaskantha S/s:- 765kV , 3150A, Circuit Breaker, Expansion type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	64							
6	For Banaskantha S/s:- 765kV , 3150A, Vertical Knee Isolator , Rigid type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	70							
7	For Banaskantha S/s:- 765kV , 3150A, Vertical Knee Isolator , Expansion type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	28							
8	For Banaskantha S/s:- 765kV , 3150A, Vertical Knee Isolator , Rigid type connector suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	19							
9	For Banaskantha S/s:- 765kV , 2000 A, Vertical Knee Isolator , Expansion type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	40							
10	For Banaskantha S/s:- 765kV , 2000 A, Vertical Knee Isolator , Rigid type connector suitable for 4.5" IPS Aluminium tube with horizontal approach.	Nos.	37							
11	For Banaskantha S/s:- 765kV , 2000 A, Vertical Knee Isolator , Rigid type connector suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	16							
12	For Banaskantha S/s:- 765kV , Lightning Arrester , Rigid type connector suitable for Twin Bull AAC conductor with horizontal cum vertical approach.	Nos.	1							
13	For Banaskantha S/s:- 765kV , Lightning Arrester , Rigid type connector suitable for Quad Bull AAC conductor with horizontal cum vertical approach.	Nos.	25							
14	For Banaskantha S/s:- 765kV , 3150A, Wave Trap , Rigid type connector suitable for Quad Bull AAC conductor with horizontal cum vertical approach.	Nos.	8							
15	For Banaskantha S/s:- 765kV , 3150A, bus post insulator , Expansion type connector suitable for 4.5" IPS AI tube with horizontal approach.	Nos.	19							
16	For Banaskantha S/s:- 765kV , bus post insulator , Rigid/sliding type connector suitable for 4.5" IPS AI tube with horizontal approach.	Nos.	49							

SCHEDULE OF PRICE (INDIAN VENDOR)

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

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.

TENDER Enquiry No 276E055, dtd. 07 - 06 - 2016)

Project: PGCIL Banskantha and Sankhari

SL. NO.	DESCRIPTION OF ITEM	Unit	Qty	UNIT PRICE EX. WORKS (Rs.)	TOTAL EX. WORKS (5 * 6)	UNIT FREIGHT & INSURANCE	TOTAL F & I (8 * 5)	* ED @% OF COL 6	CST / ST @ ...% OF COL 6+9 (7 + 10)	TOTAL F.O.R. DESTINATION PRICE (Rs.)
1	2	4	5	6	7	8	9	10	11	12
17	For Banaskantha S/s:- 765kV , 500MVA (1 Phase) Auto Transformer , For Banaskantha S/s:- 765kV HV bushing , Rigid type connector, 2000A, suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	7							
18	For Banaskantha S/s:- 765kV , 110MVAR (1 Phase) Line Reactor , For Banaskantha S/s:- 765kV HV bushing , Rigid type connector, 2000A, suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	7							
19	For Banaskantha S/s:- 765kV , 110MVAR (1 Phase) Bus Reactor , For Banaskantha S/s:- 765kV HV bushing , Rigid type connector, 2000A, suitable for Quad Bull AAC conductor with horizontal approach.	Nos.	4							
20	For Banaskantha S/s:- 765kV , 3150A, Tee connector suitable for Quad Bull AAC run and Quad Bull AAC tap .	Nos.	60							
21	For Banaskantha S/s:- 765kV , 3150A, Tee connector suitable for 4.5" Al tube run and Quad Bull AAC tap .	Nos.	84							
22	For Banaskantha S/s:- 765kV , 3150A, Tee connector suitable for 4.5" Al tube run and Twin Bull AAC tap .	Nos.	1							
23	For Banaskantha S/s:- 765kV , 3150A, Tee connector suitable for Hex Zebra run and Quad Bull AAC tap.	Nos.	12							
24	For Banaskantha S/s:- 765kV , 2000A, Parallel connector suitable for 4 .5" IPS Al tube and Quad Bull AAC Conductor.	Nos.	30							
25	For Banaskantha S/s:- 765kV , 1000A two way PG clamp suitable for single Bull AAC Conductor	Nos.	5							
26	For Banaskantha S/s:- 765kV , PG clamp suitable for Quad Bull AAC to Quad Bull AAC Conductor	Nos.	21							
27	For Banaskantha S/s:- 765kV flexible spacers for Quad Bull AAC conductor	Nos.	550							
28	For Banaskantha S/s:- 765kV Rigid spacers for Quad Bull AAC conductor	Nos.	200							
29	For Banaskantha S/s:- 765kV flexible spacers for Twin Bull AAC conductor	Nos.	1							
30	For Banaskantha S/s:- 765kV Rigid spacers for Twin Bull AAC conductor	Nos.	1							
31	For Banaskantha S/s:- 765kV Aluminium welding sleeves for 4.5" IPS Al Tube	Nos.	100							

SCHEDULE OF PRICE (INDIAN VENDOR)

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

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TENDER Enquiry No 276E055, dtd. 07 - 06 - 2016)

Project: PGCIL Banskantha and Sankhari

SL. NO.	DESCRIPTION OF ITEM	Unit	Qty	UNIT PRICE EX. WORKS (Rs.)	TOTAL EX. WORKS (5 * 6)	UNIT FREIGHT & INSURANCE	TOTAL F & I (8 *5)	* ED @% OF COL 6	CST / ST @ ...% OF COL 6+9 (7 + 10)	TOTAL F.O.R. DESTINATION PRICE (Rs.)
1	2	4	5	6	7	8	9	10	11	12
32	For Banaskantha S/s:- 765kV Corona end bell for 4.5" IPS AI Tube	Nos.	48							
33	For Banaskantha S/s:- 765kV end cap for 4.5" IPS AI Tube	Nos.	30							
34	For Banaskantha S/s:- Two way PG clamps for 7/9 SWG(10.98mm dia) GS Wire	Nos.	60							
35	For Banaskantha S/s:- Tension clamps for 7/9 SWG(10.98mm dia) GS Wire	Nos.	72							
36	For Banaskantha S/s:- Structure clamps for 7/9 SWG(10.98mm dia) GS Wire on Lattice type structure	Nos.	400							
37	For Banaskantha S/s:- Clamp For connecting 7/9 SWG(10.98mm dia) GS Wire on one side and 75X 12 mm GS strip on other side	Nos.	50							
38	For Banaskantha S/s:- Structure clamps for 75X 12 mm GS strips on Lattice type structure	Nos.	2000							
									Total	

- NOTI 1. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICES BLANKED) SHALL BE FURNISHED ALONG WITH TECHNO-COMMERCIAL BID.
- REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.
 - THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.
 - SALES TAX RATE AS APPLICABLE FOR SPECIFIED DESTINATION SHALL BE QUOTED. IN CASE OF CST, RATE AGAINST "C" FORM SHALL BE QUOTED.
 - IN CASE OF VARIED ED SLAB RATES, CONFIRM YOUR OPTION FOR "X" OR "Y". (STRIKE OFF WHICH IS NOT APPLICABLE) IF NO OPTION IS MENTIONED "X" SHALL BE TAKEN.

- THE VENDORS MUST INDICATE THE APPLICABLE TARIFF NOS. UNDER WHICH ED AND / OR CST WOULD BE PAID BY THEM TO THE TAX AUTHORITIES.
 - IF A VENDOR SUBMITS AN OFFER WITH REDUCED ED AND OR CST APPLICABLE THAN NORMALLY PAID ON SUCH ITEMS, THEY SHOULD SUBMIT NECESSARY DOCUMENTARY PROOF FOR THE SAME.
- "X" THE MAXIMUM ED SLAB RATE BE CONSIDERED FOR PRICE COMPARISON. IN THE EVENT OF ORDER ED AT ACTUAL BE PAID.
- "Y" THE QUOTED ED RATE BE CONSIDERED FOR PRICE COMPARISON. IN THE EVENT OF ORDER ED AT ACTUAL RATE LIMITED TO QUOTED RATE BE PAID.

SIGNATURE & SEAL OF TENDERER

SCHEDULE OF PRICE (for Foreign vendors only) (Part II)

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

Enquiry No. 276E055, dtd. 07.06.2016, Price bid for C&C as per specification

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
						Break up of CIF (Indian sea port)				Breakup of Inland Transportation						
	Name of item	Tariff No.	Unit	Qty	Unit-CIF {Indian Sea port}}	Total -CIF {Indian Sea port}).	Unit - FOB (Load port).	Total - FOB (Load port).	Unit-Sea Freight (upto indian Discharge port)	Total-Sea Freight (upto indian Discharge port)	Unit- Insurance(upto indian Discharge port)	Total- Insurance(upto indian Discharge port)	Unit- Freight (from Indian Discharge port to site)	Unit- Insurance (from Indian Discharge port to site)	Total- Freight (from Indian Discharge port to site)	Total- Insurance (from Indian Discharge port to site)
1																
	Total															

NOTE-

Discharge Port:- any Indian discharge port preferably Mumbai

CIF (indian port) should be equal to "FOB(load port) + Sea Freight (upto indian Sea port) +Insurance(upto Indian Sea port)"

Load port to be mentioned by bidder .

No of package with Dimensions and type of cargo(/Break Bulk/LCL/FCL) and no. of container (with type of container) required - To be mentioned by bidder.

Vendor has to mention tarrif no against each item for custom duty purpose.

Bidder has to mention quoted (in each cell) in unpriced price bid

SCHEDULE OF COMMERCIAL DEVIATION

TENDER Enquiry No 276E055, dtd. 07 - 06 - 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 : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned elsewhere will not 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:.....

TENDER Enquiry No 276E055, dtd. 07 - 06 - 2016

ACTIVITY SCHEDULE

(To be filled – up by the supplier)

This format is to be submitted in original only, duly filled in. Reproduction of

NOTE: 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, date sheet etc.				
4	Review and Approval of documents and issue of manufacturing clearance				
5	Manufacturing Time	(A)			
6	Inspection	‘BY BHEL’ (1 Week)			
7	Issue of MICC and other documents like Road Permits etc.	‘BY BHEL’ (1 Week)			
8	Dispatch				

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. 5.

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.

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

2. 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:

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 forMicro / 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

Pre Qualifying Requirement

TENDER Enquiry No 276E055, dtd. 07 - 06 - 2016

1. The Vendor / Manufacturer should have valid **MQP** (Manufacturing Quality Plan) number approved by POWERGRID and vendor should be approved from powergrid. Vendor should have valid MQP at the time of technical bid opening.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

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)

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

This format is to be submitted in original only, duly filled in.

NOTE: 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	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	YES / NO
4	Standard Manufacturing Quality Plan enclosed.	YES / NO
5	GA Drawings with dimensions and weights & foundation / fixing details	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,	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

Project Reference.

Signed with Seal

Date