

Enquiry



Bharat Heavy Electricals Limited
Transmission Business Group
Materials Management

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Due Dt	Delivery Requirement
285G012	07-Aug-15	1	18-Feb-16		15-Mar-16	

Document Enclosed

- Technical Specifications
- Terms & Conditions for Indigenous Enquiry
- Activity Schedule
- Schedule of Information (checklist) to be furnished
- Schedule of Commercial Deviation
- Schedule of Technical Deviation

Project	Equipment	Phy Unit	Qty	Unit Exworks	% ED	% CST	Unit F&I	Plan Dt	Comments
BHEL TBG	STRUCTURE HARDWARE	LOT	1	✓	✓	✓	✓		SUPPLY SHALL BE AS PER STANDARD TECHNICAL SPECIFICATION NO. TB-XXX-618-002A. REV 4. QTY. SHALL BE AS PER ATTACHED ANNEXURE 1A
BHEL TBG	EQUIPMENT FIXING HARDWARE	LOT	1						MATERIAL IS REQUIRED AS PER TECHNICAL SPECIFICATION: TB-XXX-618-002C R1

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 vendors 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.

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
S C Shivhare
Sr. Manager
BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
TOWER-A, 5th Floor,
Advant Navis IT Business Park,
Plot No-7, Sector-142, Expressway Noida
Noida-201305
Distt. Gautam BudhNagar, U.P

Ph: 0120-6748471
Fax: 0120-6748581

Signature and Seal of Tenderer

Enquiry No : 285G012 Enquiry Dt : 07-Aug-15

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, date sheet etc.				
4.	Review and Approval of documents and issue of manufacturing clearance	'3 WEEKS BY BHEL"-IF APPLICABLE			
5.	Manufacturing Time				
6.	Inspection and Issue of MICC	'2 WEEKS BY BHEL"			
7.	Issue of other documents like Road Permits etc.	'1 WEEK BY BHEL"			
8.	Dispatch				
9.	Transit time upto Site.				

- 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:

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

Clause 1:

Quotations through e-procurement mode only are invited for the items mentioned in the enquiry. Offers will be evaluated online through e-Procurement System only. Bidders shall submit their response online only on e-Procurement platform at <https://bheleps.buyjunction.in>.

NOTES:

1. **OFFERS RECEIVED THROUGH E-PROCUREMENT MODE SHALL ONLY BE CONSIDERED.**
2. **NO OTHER MODE OF OFFER SUBMISSION ACCEPTABLE.**
3. **OFFERS RECEIVED THROUGH ANY OTHER MODE WILL NOT BE CONSIDERED.**

Foreign and indigenous vendors participating through open tenders/limited tender (Through E-procurement system) will necessarily have to buy Class-III digital certificates (DSCs) issued by certifying agencies in India.

Procedure of obtaining DSCs can be down loaded from Important Links on link http://www.bhel.com/tender/tender_home.php or may be obtain from concern executive through email request.

Successful bidder shall be responsible for completion of the contract in all respects.

Techno commercial offers shall be opened through the E-Procurement portal only. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at 033-6601 1717 or BHEL representative. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

Pls refer attached PROCESS FLOW for submitting offer through e-procurement system. This document is for reference purpose only and shall not be submitted by vendor along with their offer.

2. Bid submission time: up to 02:00 PM of the due date of opening

3. Bid opening time: 02:30 PM on the same day.

-----*End of Document*-----

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

PQR for RC Enquiry for GI H/W for PGCIL/ NTPC projects

Enq. No. 285G012 (Rev 01) dtd. 18.02.2016

NAME OF WORK: SUPPLY OF GI STRUCTURE HARDWARE FOR RATE CONTRACT OF HARDWARE OF PGCIL/NTPC PROJECTS

CRITERIA FOR PRE-QUALIFICATION OF BIDDERS

1. TECHNICAL

- A. Bidder MUST be a PGCIL approved supplier for supply of GI nut bolts and washers. (Approval letter to be enclosed)
- B. Bidder to follow PGCIL approved Manufacturing Quality Plan as per PGCIL Procedure (if applicable). In case MQP is applicable and bidder don't have PGCIL approved MQP, it will be bidder's responsibility to get it approved directly from PGCIL prior for Technical Bid opening. (Approval letter to be enclosed)

Note: This pre qualification criterion covers the technical requirement only.

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

Enq. No. 285G012 (Rev 01) dtd. 18.02.2016 for PGCIL & NTPC Projects

Price of Schedule (for PGCIL & NTPC projects)

Sr. No.	DESCRIPTION OF ITEMS	Unit	Qty.	Unit Rate (Rs.)	Total Rate (Rs.) (Col. 2 X 3)
		1	2	3	4
SUPPLY OF GI STRUCTURE HARDWARE AS PER STANDARD SPECIFICATION NO. TB-XXX-618-002a Rev.04					
A.1	BOLT & NUT AS PER STANDARD TECHNICAL SPECIFICATION NO. TB-XXX-618-002a Rev.04 (M16-35 MM LG TO 100 MM LG, & STEP BOLT M16-175 MM LG)	MT	136.5		0
A.2	5 MM TO 12 MM THICK PLAIN WASHER	MT	4.5		0
A.3	3.5 MM THICK SPRING WASHER FOR M16 BOLT AND 2.5 MM THICK SPRING WASHER FOR M12 BOLT	MT	9		0
A	TOTAL EX-WORKS PRICE OF SL. NO. A.1 TO A.3				
SUPPLY OF GI STRUCTURE HARDWARE AS PER STANDARD SPECIFICATION NO. TB-XXX-618-002c Rev.01					
B.1	BOLT & NUT AS PER STANDARD TECHNICAL SPECIFICATION NO. TB-XXX-618-002C (M12 TO M33 OF 40 MM LG TO 140 MM LG)	MT	9.2		0
B.2	PLAIN WASHER FOR B.1	MT	0.6		0
B.3	SPRING WASHER FOR B.1	MT	0.2		0
B	TOTAL EX-WORKS PRICE OF SL. NO. B.1 TO B.3				
C	EXCISE DUTY EX-WORKS PRICE {ie.on {100% of (A)+90% of (B)}	%			0
D	CST APPLICABLE ON " TOATAL EX-WORKS PRICE + ED " ie. on {100% of (A)+90% of (B) +100% of C}	%			0
FREIGHT & INSURANCE FOR 160 MT OF G.I. HARDWARE FOR 1000KMS DISTANCE					
E.1	Upto 500 kg. (approx. 533 kg.)	Rs./kg/km	533000		0
E.2	501 kg. to 1000kg. (approx. 2133 kg.)	Rs./kg/km	2133000		0
E.3	1001 kg. to 5000kg. (approx. 2667kg.)	Rs./kg/km	2667000		0
E.4	5001 kg. and above (approx. 154667kg.)	Rs./kg/km	154667000		0
E	FREIGHT & INSURANCE (total of E.1 to E-4)				
F	SEA WORTHY EXPORT PACKING CHARGES FOR 1 MT of Equipment fixing hardwrae	Rs./MT	1MT		
G	TOTAL PRICE IN Rs. (A+B+C+D+E+F)				0
G					

NOTE:

1 ED and CST will be considered for 90% qty. and 100% qty. respectively for evaluation purposes as shown above.

2 The weights and distances considered for calculation of F&I charges are for evaluation purposes only and actual weights and distances in individual purchase orders under rate contract may vary.

1.0 MT of items under B are considered for sea worthy export packing for evaluation purposes only and actual qty. may vary.

3 In case of discrepancy/error in calculation in price bid schedule, Unit rate (Col.3) shall be considered.

4 **ED to be calculated ie.on {100% of (A)+90% of (B)}**

Cir. No.: 66/DIV/T&D P/05

Date: 20 May 2014

To all members of IEEMA T&D Projects Division
SEBs, Utilities and other listed purchasing organizations

- Sub: 1. Discontinuation of PV circulars for Transmission Line Towers (TLT) and Transmission Line Accessories & Hardware (TLA&H) giving JPC Market prices of steel Billets & Blooms**
2. Revision in IEEMA PV clauses for TLT and TLA&H giving JPC RETAIL prices of Steel Billets & Blooms

IEEMA had publishing prices of Steel Billets and Blooms based on prices published by Joint Plant Commission (JPC), Kolkata in their circular titled 'JPC Indicative Market Prices' till April 2014 for using the revised Price Variation Clauses for TLT and TLA&H; both effective from 1st July 2010

However, from 1st April 2014, JPC has started publishing a different price circular titled "JPC Prices (Retail)" which is on the different basis of working of prices.

IEEMA has therefore decided to revise the PV formulae for TLT and TLA&H incorporating the above 'Retail' prices with different nomenclature effective from 1st April 2014. Both the PV formulae are enclosed along with April 2014 PV circular giving 'Retail' prices of Steel Billets and Blooms.

We request and recommend all the users & stakeholders including Utilities, PSUs etc. to incorporate these new PV formulae in all the new tenders/contracts requiring base prices/indices of April 2014.

For contracts that will remain still pending which will require prices/indices beyond April 2014, to arrive at the final price variation, we recommend using the following two stage method, which is a standard methodology adopted by IEEMA for change over in all IEEMA PV clauses.

1. Calculate price variation 'P' from prices/indices of your base date applicable as per IEEMA PV clause effective from 1st July 2010 up to April 2014 (i.e. by taking April 2014 prices/indices at the numerator) applicable for the same PV clause.
2. Treat the above calculated 'P' as 'P₀' and calculate final price variation considering April 2014 as base prices/indices as per new IEEMA PV clause; effective from 1st April 2014 (i.e. by taking April 2014 prices/indices at the denominator) up to the prices/indices of your date of delivery as per this new IEEMA PV clause.



Deputy Director General

Encl.: as above

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IEEMA/PVC/TL-A&H/2001 (R-3)

Effective from: 1st April 2014

PRICE VARIATION CLAUSE FOR TRANSMISSION LINE ACCESSORIES AND HARDWARE

CONTAINING: (A) BOTH ALUMINIUM AND STEEL, (B) ONLY ALUMINIUM, (C) ONLY STEEL

The price quoted/confirmed is based on the input cost of raw materials/components and labour cost as on the date of quotation and the same is deemed to be related to prices of raw materials and all India average consumer price index number for industrial workers as specified in the price variation clause given below. In case of any variation in these prices and index numbers, the price payable shall be subject to adjustment, up or down in accordance with the following formula:

(A) Transmission line accessories and hardware containing both Aluminium and Steel:

$$P = \frac{P_0}{100} \left(20 + 40 \frac{AL}{AL_0} + 5 \frac{Zn}{Zn_0} + 20 \frac{SBIR}{SBIR_0} + 15 \frac{W}{W_0} \right)$$

(B) Transmission line accessories and hardware containing only Aluminium:

$$P = \frac{P_0}{100} \left(20 + 65 \frac{AL}{AL_0} + 15 \frac{W}{W_0} \right)$$

(C) Transmission line accessories and hardware containing only Steel:

$$P = \frac{P_0}{100} \left(20 + 58 \frac{SBIR}{SBIR_0} + 7 \frac{Zn}{Zn_0} + 15 \frac{W}{W_0} \right)$$

Wherein,

P = Price payable as adjusted in accordance with the above formula.

P₀ = Price quoted/confirmed.

AL₀ = Price of EC Grade Aluminium Ingots (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

Zn₀ = Price of Electrolytic high grade zinc (refer notes)

IEEMA/PVC/TL-A&H/2001(R-2) Page 1 of 3

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This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

SBIR₀ = Price of Steel Billets-Retail (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

W₀ = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001 = 100)
This index number is as applicable on the first working day of the month, three months prior to the date of tendering.

For example, if date of tendering falls in October 2014, the applicable prices of Aluminium (AL₀), Zinc (Zn₀) and Steel Billets-Retail (SBIR₀) should be for the month September 2014 and all India average consumer price index number (W₀) should be for the month of July 2014.

The above prices & indices are as published by IEEMA vide circular reference no. IEEMA (PVC)/TLA&H (R-3)/_/_ prevailing as on first working day of the month i.e., one month prior to the date of tendering.

AL = Price of EC Grade Aluminium Ingots (refer notes)
This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.

Zn = Price of Electrolytic high grade zinc (refer notes)
This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.

SBIR = Price of Steel Billets-Retail (refer notes)
This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001 = 100)
This index number is as applicable on the first working day of the month, four months prior to the date of delivery.

For example, if date of delivery falls in July 2015, the applicable prices of Aluminium (AL), Zinc (Zn) and Steel Billets-Retail (SBIR) should be for the month May 2015 and all India average consumer price index number (W) should be for the month of March 2015.

The date of delivery is the date on which the instrument transformer is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

Notes: (a) All prices of raw materials are exclusive of modvatable excise/CV duty amount and exclusive of any other central, state or local taxes; octroi etc.

(b) All prices are as on first working day of the month.

(c) The details of prices are as under:

1. The price of Aluminium (in Rs./MT) is the average price of EC grade Aluminium ingots as quoted by three primary producers of Aluminium as per IS: 4026-1987
2. The price of Electrolytic high grade zinc (in Rs./MT) is ex-works price as quoted by a primary producer of zinc.
3. The prices of Steel Billet-Retail are the average Retail price of Billets of size 100 mm of all cities in Rs/MT; as published by Joint Plant Committee (JPC), Kolkata.



Deputy Director General

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

SCHEDULE OF TECHNICAL DEVIATION

TENDER ENQUIRY NO. 285G012 (Rev 01)

DTD. 18.02.16

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 terms mentioned else where will not be considered.

Place:
Date :

Signature of the authorised representative of
Bidder's name :.....
Designation:.....
Company Seal:.....

SCHEDULE OF COMMERCIAL DEVIATION

TENDER ENQUIRY NO. 285G012 (Rev 01) dtd. 18.02.16

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.

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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.

Place:
Date :

Signature of the authorised representative of

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

SEA WORTHY PACKING FOR EXPORT JOBS

1.0 SCOPE:

For export jobs, sea worthy packing capable of performing all necessary functions like prevention of damage to the contents, sufficient to support frequent handling and lengthy periods of outdoor storage in adverse weather conditions are required. Workmanship and material used shall meet the technical requirements and be in accordance with best commercial export packing practices. Vendor shall be responsible for the packing, however, it shall meet the minimum requirements specified herein. Equivalent or better packing methods may be deployed subject to approval of the purchaser. Vendor shall submit the packing procedure for its equipment for purchaser's approval during detailed engineering.

2.0 TECHNICAL SPECIFICATION OF WOOD:

The wood shall be Fir, Chir, Silver Oak (Grevillea Robusta) or chemically treated mango with moisture content not exceeding 50 %. The wood shall have flexural & compressive strength, stiffness, shock absorption and nail retention properties. The wood shall be free from common defects such as warp, bone, twist, knot, cracks, splits, end splits, bend, visible sign of infection and any kind of decay caused by insects, fungus etc. Surface cracks with a maximum depth of 3 mm are permissible. A continuous crack of any depth all along the length is not allowed.

The wood shall be chemically treated to provide protection against deterioration due to fungi and attack by termites, borers, marine organism and any other kind of infection. It shall be treated only after final processing like cutting, planing, joint grooving etc.

3.0 TYPE, DESIGN & DIMENSION OF WOODEN PACKING CASES:

3.1 PACKING OF EQUIPMENTS:

Various mechanical, electrical and C&I equipment e.g. pumps, motors, equipment skids, heat exchangers, control panels, switch gears, transformers, GI hardwares, GI lattice & pipe structures, GI foundation bolts etc. shall be wrapped in weather proof packing and then secured in wooden packing cases. The construction of wooden packing cases shall be as per details given below and also in figures 1 to 11.

3.1.1 BOTTOM FRAME:

The construction of bottom frame shall be as per fig. 2. The number of slides/runners for bottom frames shall be selected depending upon the weight and overall dimension of the load to be carried. The equipment shall be secured by fixing their base frame/plate with the help of bolt & nuts etc to the bottom frame of the wooden packing cases. The equipment not provided with the base frame/plate like cylindrical vessels etc. to be secured to the bottom frame of the wooden case with 'C' clamps fabricated from steel channels/angle irons.

3.1.2 TOP FRAME:

The construction of top frame shall be as per fig. 3.

3.1.3 END PANELS:

The dimensions of the end and lateral panels shall be calculated according to overall dimensions of the items to be packed.

Diagonal braces shall be used for packing cases having height exceeding 500 mm. Detail of bracing shall be as per figure 5 to 8.

3.1.4 SLING PLATE:

To facilitate lifting of cases, longitudinal under slide boards shall be fixed. To avoid damage to the

box while lifting sling plates shall be provided. Refer fig. 11.

3.1.5 ANGLE IRON CLEATS :

Angle iron cleats shall be used for strengthening the joints as indicated in fig. 10.

3.1.6 OTHER REQUIREMENTS:

The thickness of planks for top, bottom, side and end panels shall be atleast 25 mm. Planks used for this purpose shall be joined with each other by tongue & groove joint. The groove dimension shall be such that tongue fits tightly into groove to make good joint.

Runners/slides, traverse bars etc. shall be of single length i.e. without any joint. Planks for sheathing, diagonal bracing etc shall also be of single length upto 2400 mm. For sizes larger than 2400 mm, proper jointing is permitted for planks for sheathing and diagonal bracing.

Each equipment to be individually covered with double polyethylene petticoat. Sheet thickness of polyethylene sheet shall not be less than 0.175 mm (175 microns). The sealing shall be such so as not to allow moisture inside.

The inner surface of 4 sides of shooks shall be nailed with bituminised water proof kraft paper. Wherever 2 pieces of kraft paper are used, the joint shall have an overlap of minimum 20mm.

All the inner sides of the box shall be nailed with bitumen coated hessian polyethylene kraft paper. For top frame it shall project on all sides by 100mm and shall be nailed on sides. Wherever 2 pieces of kraft paper are used, the joint shall have an overlap of minimum 20mm.

For delicate equipment like control panels, switchgears etc suitable cushioning material like rubberized coir shall be provided on their bottom support. The thickness of coir shall be 50 mm (minimum) and width 100 mm (minimum).

For control panels and switchgears, the gap between the panel and casing shall be filled with rubberized coir with distance between consecutive supports less than 500 mm (reffig 15). For other equipment suitable support from sides of the casing to be provided.

Switchgear cubicles, control panels and control desks shall be packed and shipped in separate convenient sections. The components e.g. circuit breakers relays and instruments etc. which are removed from panels for shipping purpose shall be separately packed and shipped as per packing instructions in clause 3.2.

Packing case for control panels & switchgear panels shall be finally covered with GI sheet of minimum thickness of 0.4 mm.

Packing cases shall be bound at edges by nailing MS clamps/brackets at sufficient intervals. Further, heavier boxes shall be strapped with 'C' clamps (ref fig 4) fabricated from steel channels/angles and lighter boxes shall be strapped with hoop iron strips.

3.1.7 ALTERNATIVE PACKING CASES FOR CONTROL PANELS AND SWITCHGEARS

If required, for control and switchgear panels, construction of wooden packing cases may be provided as per fig 14 & 15 and as detailed below:

Thickness of planks for all sides, binding and jointing battens shall be atleast 25 mm. Width of planks shall be at least 125mm and that of binding and jointing planks shall be at least 100 mm.

Top frame shall be suitable so that it does not collapse due to sandwiching between slings while lifting. Longitudnal and traverse bars for the bottom wooden pallet to be suitably selected.

Diagonal bracings shall be as per clause 3.1.3 and All other requirements shall be as per clauses 3.1.4 to 3.1.6.

3.2 PACKING OF LOOSE ITEMS:

Loose mechanical, electrical and C&I items eg valves, fittings, pressure/temperature gauges/switches, circuit breakers, relays etc shall be individually wrapped using polyethylene sheets/U foam/thermocole sheets/air bubbled sheets depending upon the item and then packed in wooden boxes. The left out spaces and top of the boxes shall be filled with rubberized coir to get proper cushioning effect. Special attention is to be paid to relays, instruments etc for arresting the movement of their operating mechanisms during transportation.

The construction of wooden packing case shall be as per clause 3.1 retaining its all features concerning strength of box. The construction of wooden packing case for loose electrical and C&I items shall be as per fig. 16.

Inner surface of 6 sides of the box shall be lined with Bitumen coated hessian polyethylene kraft paper. Rubberized coir of min. 25 mm thickness and 100 mm width shall be nailed to inner surfaces of bottom and 4 sides of the box.

Loose items such as Galvanised Steel Structure, GI Foundation bolts, Cable support racks, Cable Trays and GI Pipes etc. shall be individually wrapped using polyethylene sheets and further lots may be wrapped in Bitumen coated hessian cloth.

4.0 MOISTURE ABSORBER:

Silica gel is used for this purpose to protect contents over sufficiently long time from corrosion. Silica gel shall be of indicating type conforming to IS-304-1979 packed in cotton bags placed at different positions inside the packing for absorbing moisture and shall not come directly into contact with the equipment / material inside the package. The quantity of silica gel shall be enough for storage period of one (1) year, however, it shall not be less than 4 gms per litre volume of case subject to minimum of 400 gms per case.

5.0 INDICATION MARKS ON THE BOXES:

Markings shall be provided on the boxes indicating position of boxes for handling, storage and nature of consignment. For guidelines refer figure 12. The ink used for this purpose as well as for marking despatch instruction shall be indelible/nonwashable marking ink.

6.0 DESPATCH DETAILS:

External front and rear sides of the boxes to be planed for writing instructions.

Dispatch details such as consignor/consignee address, contract and case details, country of origin, port of delivery, stacking instructions shall be written on one of the side of boxes. An anodised aluminium plate shall be provided on one side of the boxes.

One copy of packing slip wrapped in polyethylene bag covered with aluminium packing slip holder to be nailed on the external surface of the box. One more copy of the packing slip wrapped in polyethylene bag to be kept inside the box at the prominent place.

7.0 INSPECTION:

There shall be a Customer Hold Point (CHP) for inspection of final assembly of packing. During above inspection, the records for Chemical Treatment shall be reviewed.



TITLE

TECHNICAL SPECIFICATION
FOR SEAWORTHY PACKING
FOR EXPORT JOBS

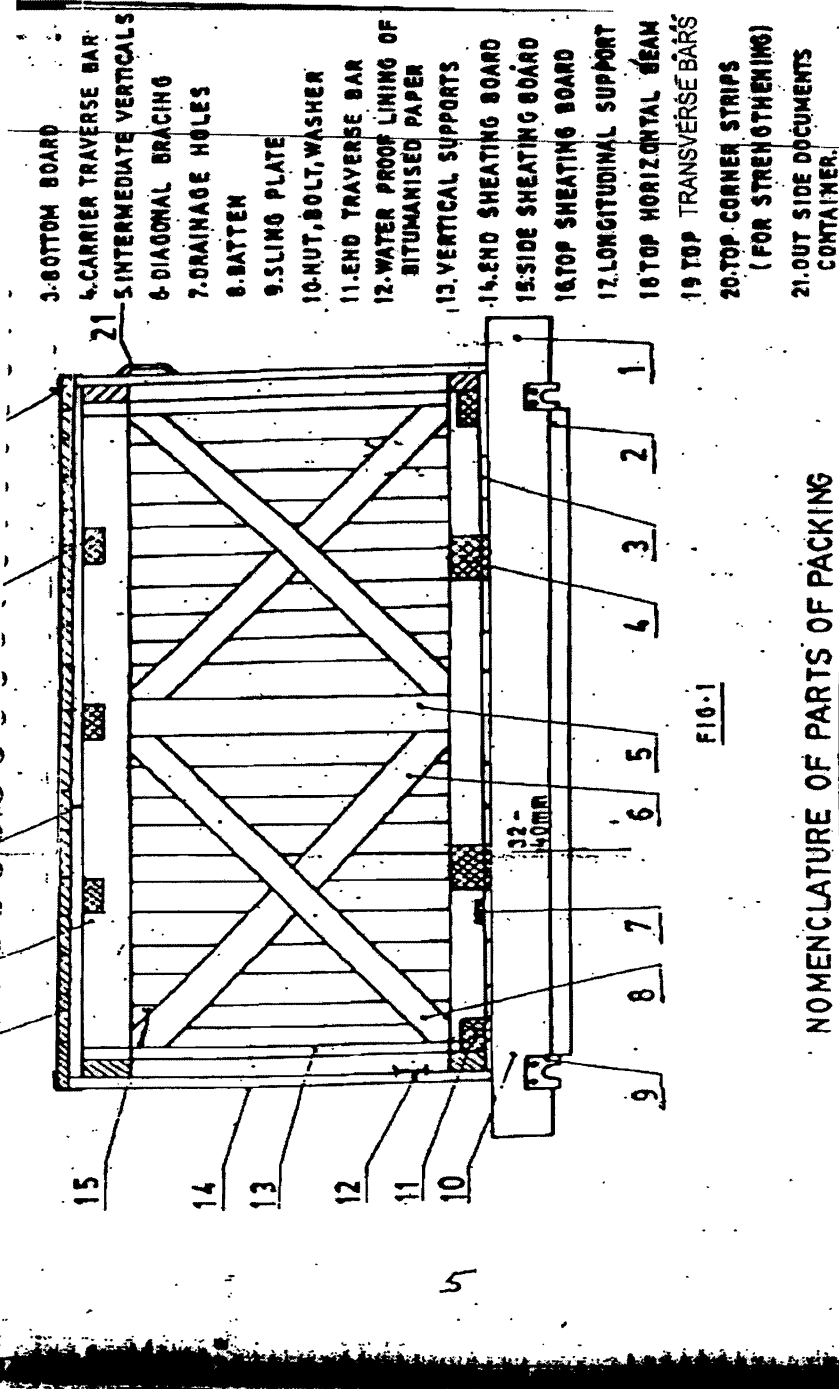
SPECIFICATION NO. PE-TS-888-100-A001

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TITLE

TECHNICAL SPECIFICATION
FOR SEAWORTHY PACKING
FOR EXPORT JOBS

SPECIFICATION NO. PE-TS-888-100-A001

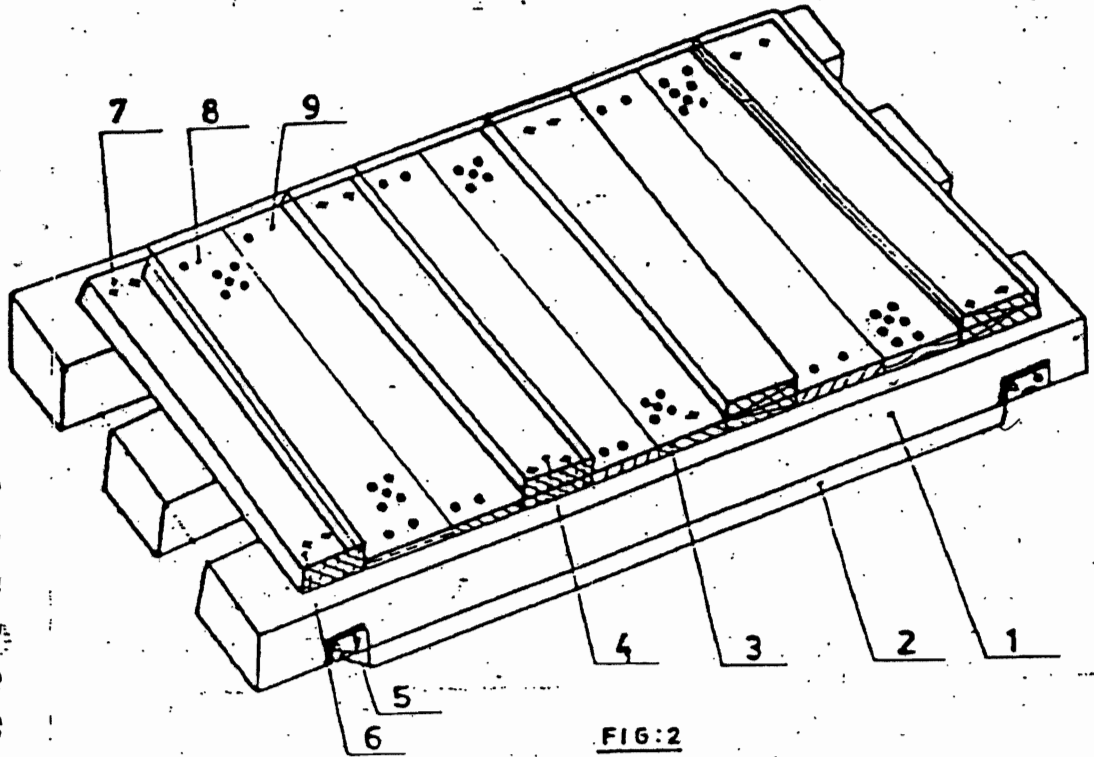
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BOTTOM FRAME ARRANGEMENTS



Nos. of slides: Minimum 2 Nos.
For length more than 1800 mm or
load more than 1000kg, nos. of
slides shall be minimum 3 Nos.
For dimensions of slides, refer Table 1
Cross section of end traverse bar; 100 x 100 mm.
(minimum)

- FIG:2
1. SLIDE
 2. UNDER SLIDE BOARD
 3. BOTTOM BOARD
 4. CARRIER TRAVERSE BAR
 5. SLING PLATE
 6. TRAVERSE BAR
 7. BOLT, NUT & WASHER
 8. DRAINAGE HOLES
 9. NAILS

027



TITLE

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TOP FRAME ARRANGEMENT

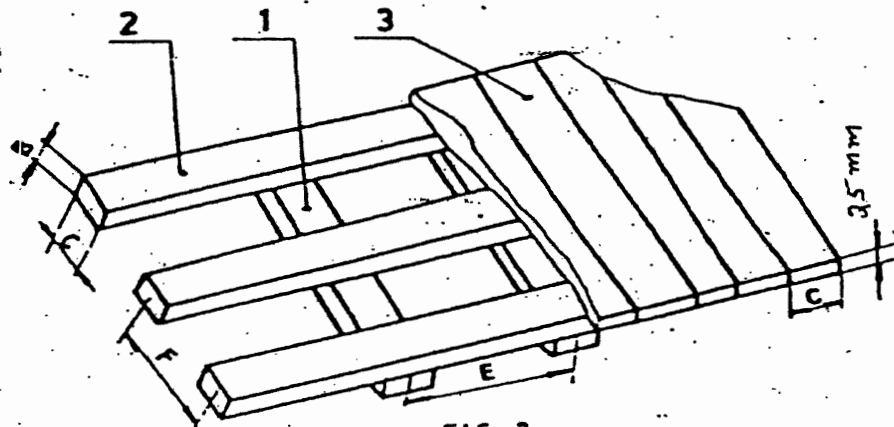
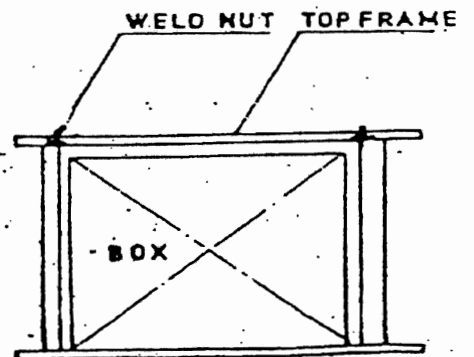
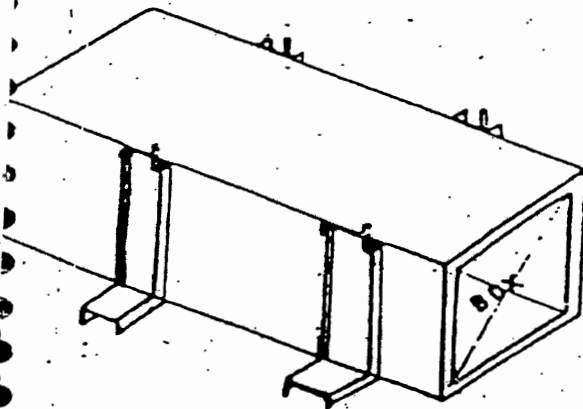


FIG-3

F : 700 to 1000 mm
E : 500 to 900 mm
30 x 100 mm.

- 1 - Traverse Bars
- 2 - Horizontal Soans
- 3 - Top Board

ARRANGEMENT OF C-CLAMPS AROUND CASES





TITLE

TECHNICAL SPECIFICATION
FOR SEAWORTHY PACKING
FOR EXPORT JOBS

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ARRANGEMENT OF DIAGONAL BRACING AND HORIZONTAL SUPPORT

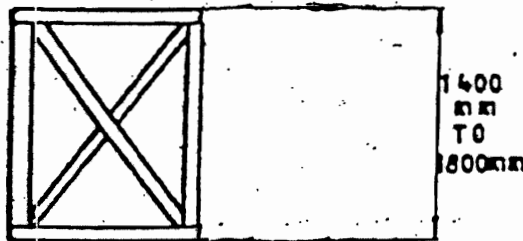


FIG: 6

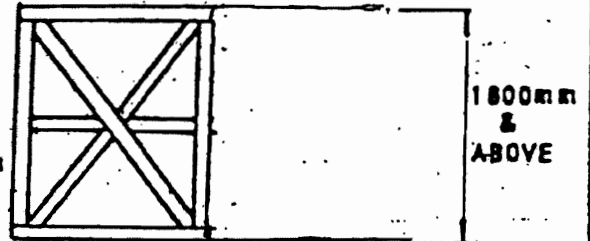


FIG: 8

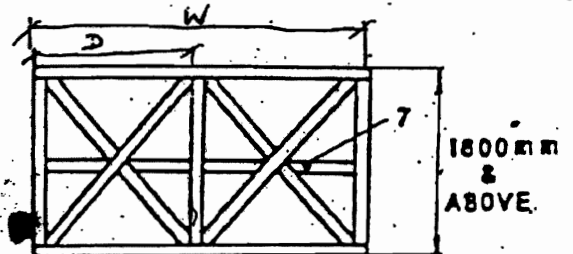


FIG: 7

7- Middle Horizontal Support

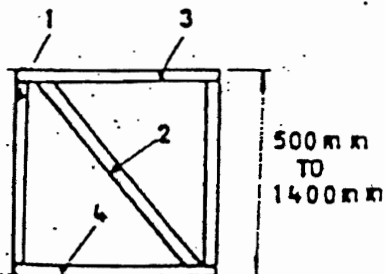


FIG: 5

1- Vertical Support

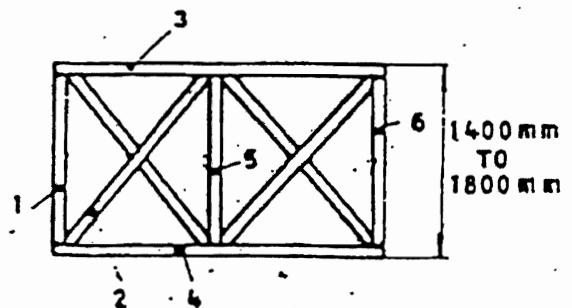


FIG: 7

1, 5, 6 - Vertical Support



TITLE

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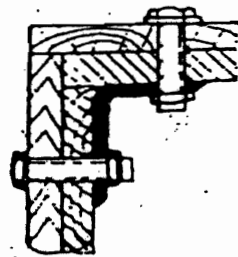
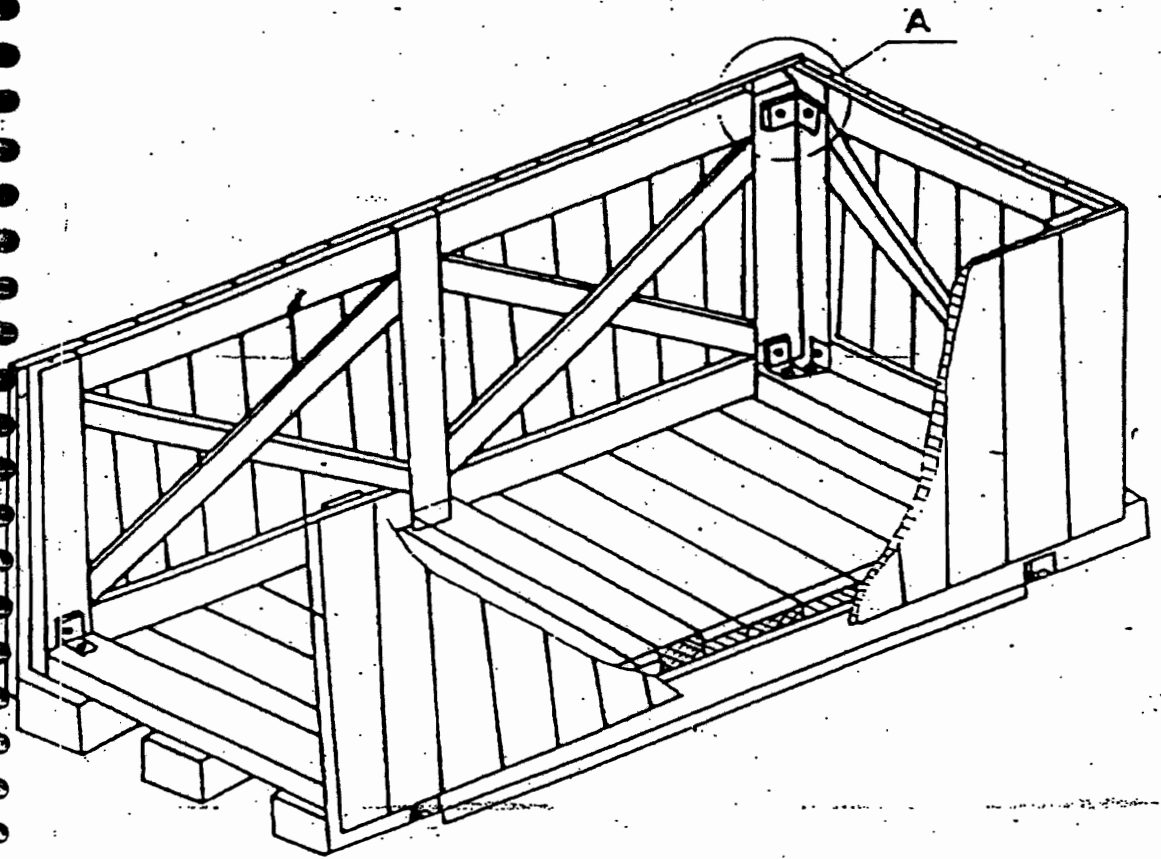
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ARRANGEMENT OF PACKING CASE



DETAIL-A

HOLE DIAMETER
MUST CONFORM
TO BOLT DIA

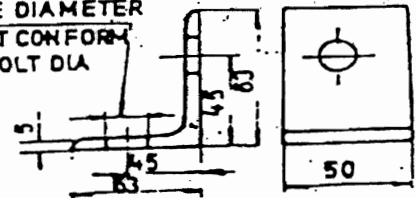


FIG:10



TITLE

TECHNICAL SPECIFICATION
FOR SEAWORTHY PACKING
FOR EXPORT JOBS

SPECIFICATION NO. PE-TS-888-100-A001

VOLUME II B

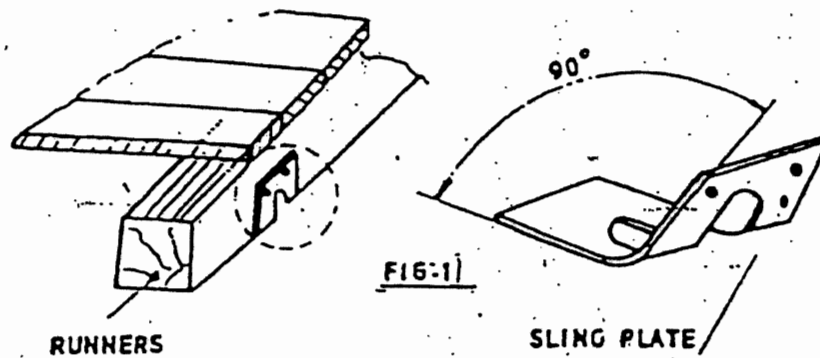
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ARRANGEMENT OF SLING & PLATE ON

CASES



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

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

Sr. No.	Standard Terms & Conditions FOR RATE CONTRACT OF STRUCTURE HARDWARE AND EQUIPMENT FIXING HARDWARE (FOR PGCIL Projects) ENQUIRY NO. 285G012 (Rev 01) DATED: 18.02.2016 DUE ON : 15.03.2016
1.	<p>INSTRUCTION TO BIDDERS:</p> <p>a) Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures. Corrections or additions must be clearly written both in words and figures and attested, otherwise offer shall be liable for rejection.</p> <p>b) Bidder must ensure that their quotation is received / dropped in the tender box on or before 14:00 Hrs of the due date of opening.</p> <p><u>Location of Tender Box:</u></p> <p>Bharat Heavy Electricals Limited,</p> <p>Transmission Business Group,</p> <p>Advant Navis Business park, Tower A</p> <p>5 th Floor, 7 , Sector- 142, Greater Noida Expressway, UP -201305</p> <p>c) The same shall be opened at 14.30 Hrs. on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>d) Bids are to be submitted in Two parts:</p> <p>i) Techno-commercial bid (Part-I): To be submitted in duplicate. A copy of price bid (Part-II) "without prices" is also to be enclosed in Part-I bid.</p> <p>ii) Bidder to strictly ensure submitting the price bids in BHEL format of Rate Contract or as per project requirement.</p> <p>iii) Price bid (Part-II): To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words shall prevail over figure. Further in case of difference between unit rate & total price, unit rate in words shall prevail over total price.</p> <p>Both Parts-I and Part-II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and superscribed with enquiry no., item / package name, project name (if any) and due date of opening.</p> <p>e) "BHEL reserves the right to go for Reverse Auction instead of Opening the</p>

<p>Sr. No.</p>	<p>Standard Terms & Conditions FOR RATE CONTRACT OF STRUCTURE HARDWARE AND EQUIPMENT FIXING HARDWARE (FOR PGCIL Projects) ENQUIRY NO. 285G012 (Rev 01) DATED: 18.02.2016 DUE ON : 15.03.2016</p>
	<p>submitted sealed bid, which will be decided after technical evaluation”.</p> <p>f) For any technical clarification please contact :</p> <p>Sh. B.V.Gautam, Sr.Manager (TBEM) for Structure Hardware(SH) and Sh.Deepak Mandal, DGM(TBEM) for Equipment Fixing Hardware (EFH),</p> <p>TBG, BHEL, Advant Navis Business park, Tower A</p> <p>5th Floor, Sector- 142, Greater Noida Expressway, UP -201305</p> <p>Email : gautambv@bhel.in Tel No 0120-6748550 & dipak.mandal@bhel.in Tel no.0120-6748134</p> <p>For any commercial clarification please contact official below :</p> <p>Shri Puneet Rana, Sr.Engineer (TBMM) / Shri.R.K.Gangal , Sr.Manager (TBMM).</p> <p>TBG, BHEL, Advant Navis Business park, Tower A</p> <p>5 th Floor, 7 , Sector- 142, Greater Noida Expressway, UP -201305</p> <p>Email: puneetrana@bhel.in Tel No 0120- 6748478, rkgangal@bhel.in(0120-6748477)</p> <p>g) Price bid should contain only rates / prices, otherwise bid shall be liable for rejection.</p> <p>h) 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>i) Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material: NOT APPLICABLE</p>
<p>2.</p>	<p>PRICES:</p> <p>A. Prices shall be on PVC basis as per latest IEEMA Formula (Annexure-I) for TLA&H with ceiling of $\pm 30\%$. The base indices would be for the month of Jan 2016. Documentary evidence for price variation is required to be submitted along with claim.</p> <p>B. The prices shall be quoted by the vendors considering Sl. No. B1 and B2 below: B1. On Domestic Basis. B2. For Deemed Export, Physical Export & Mega Power Projects (BHEL shall provide necessary Documents for availing ED exemption & duty drawback benefits for Deemed Export, Physical Export & Mega Power Projects). ED shall be loaded on 90% of qty. However in balance 10% quantity, projects with ED exemptions (Deemed export 10%) is being considered, this is only for evaluation purpose.</p> <p>C. The prices are to be quoted on Ex-works basis. The break-up of prices shall be as under : -</p>

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	<p>a) Ex-works Price: Ex-Works price including packing & forwarding Charges.</p> <p>b) Excise Duty: ED as applicable is to be quoted extra as percentage in both un-priced and price bid. (In the event bidder is exempted from ED, the same to be maintain throughout the Rate Contract period)</p> <p>B3.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. CST against c form shall be loaded on 100% of qty.</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: 1. Freight and Transit Insurance for door delivery up to destination/store is to be quoted on Per Unit / 1000 KM basis.</p> <p>2. Uniform rate of freight will be paid for project situated anywhere in India i.e. irrespective of destination at hilly or non-hilly area.</p> <p>3. The distance for the purpose of freight admissibility shall be the shortest route as exhibited in the Motoring Guide of India (latest edition) .Wherever a particular station is not appearing in MGI, the distance calculated up to the nearest station available in MGI will be suitably increased/decreased based on information from other sources like "mapmyindia.com" may be resorted to.</p> <p>4. Vendor should quote the F&I charges in Rs/Kg/km for the following category:-</p> <p>Upto 500kGs(appx-533kgs)</p> <p>501kg to1000kgs(appx2133kgs)</p> <p>1001kgs to 5000kgs(2667kgs)</p> <p>5001kgs and above(154667kgs)</p> <p>The approximate quantity in weight to be procured under each category is mentioned in above brackets above. It is for only evaluation purpose only and actual ordered quantity in weight under each category may vary.</p> <p>The evaluation shall be done considering 1000kms for each category. It is only for evaluation purpose and actual distance for individual consignment may vary.</p> <p>f) EXPORT/ Sea worthy Packing Rates: For export project charges of Export/sea worthy packing as per BHEL specification, is to be quoted as Rs/MT(taxes extra, if applicable).10%(Equipment fixing hardware only) of total rate contract qty shall be considered for export sea worthy packing for evaluation purpose.</p> <p>g) Note: The purchase orders shall be placed on Ex-works basis.</p>

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3.	TERMS OF PAYMENT: 100% payment along with taxes, duties, Freight & Insurance within 60 days from the date of receipt of complete invoice in TBG, BHEL with following documents in 3 sets (Original + 2 copies). <ul style="list-style-type: none"> • LR duly endorsed in the name of Customer by BHEL-Site & Material Receipt certificate issued by Site. • Excise invoice (where ED re-imburement is required) • Packing List (Case-wise) • Copy of Contract Performance Bank Guarantee • Transit insurance Certificate from insurance Co or intimation of Transit Insurance duly endorsed by insurance Co. • MICC issued by BHEL • Guarantee Certificate
4.	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 material receipt at destination or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.
6.	PERFORMANCE BANK GUARANTEE: A Contract Performance Bank Guarantee amounting equal to the value of 5% (Ex-work) of rate contract value shall be taken from the vendors who enter into rate contract against this Enquiry and the Contract Performance Bank Guarantee shall be submitted by vendor which should be valid till 21 (18+3) month from the date of last dispatch of PO under Rate Contract. This BG have to be submitted within 30days from the date of award of rate contract. In case of non-submission of said BG, an amount equal to BG shall be withheld from the invoices of the vendor and will be released after 21 months from the date of last dispatch of PO under rate contract.
7.	FINAL ENGINEERING DOCUMENTATION: Not Applicable
8.	INSPECTION: BHEL / customer / third party shall inspect equipment / material before dispatch. Stage inspection during manufacturing may also be carried out. Material to be dispatched only after getting Dispatch Clearance from BHEL. Supplier shall send inspection call on prescribed format or website only, with an advance notice of 15 days. Vendor shall forward all inspection and test reports for issue of MICC by BHEL. Road Permit Form request should also be given along with Inspection call. BHEL representative from unit or CQ is authorized to carry out audits along with third part inspection agency (TPIA) at vendor's works before clearing the items for dispatch.

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9.	DESPATCH DOCUMENTS: Following despatch documents are to be immediately sent to purchaser on despatch: <ul style="list-style-type: none"> • Copy of Invoice and LR • Packing List (Case-wise) • Insurance Certificate
10.	DELIVERY PERIOD: Bidder to specify delivery period in weeks from the date of LOI/PO. Note: LR date or Invoice date whichever is later shall be considered as delivery date.
11.	DELAYED DELIVERY: In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total PO value (inclusive of export/sea worthy packing if applicable, Taxes and duties and F&I) Ex-Works Value per week or part thereof subject to maximum of 10% of total Value of P.O. (inclusive of Taxes and duties and F&I, export/Sea worthy packing) will be withheld.
12.	VALIDITY: The offer shall be valid for 120 days from the due date of opening.
13.	ACCEPTANCE / REJECTION OF TENDER: BHEL reserves the right to reject in full or part, any or all tenders without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.
14.	EVALUATION: Comparative statement shall be prepared based on overall quantity (for SH + EFH) basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL, Considering Ex-Works Price, Excise Duty, and CST against Form "C", F & I for 1000 Kms Distance and Export/Seaworthy packing charges. ED shall be loaded on 90% of qty. However in balance 10% quantity, projects with ED exemptions (Deemed export 10%) is being considered, this is only for evaluation purpose. CST against c form shall be loaded on 100% of qty. this is only for evaluation purpose.
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 as per Loading Criteria for identified deviations mentioned in clause No. 22.

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16.	ARBITRATION: All cases of disputes emanating from and relating to this contract shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The Arbitration and Conciliation Act 1996' and the rules thereunder as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final & binding upon both the parties. The venue of arbitration shall be Delhi.
17.	LEGAL SETTLEMENT: All suits/claims in respect of this contract shall be in the courts having jurisdiction at Delhi.
18.	SUBCONTRACTING : In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.
19.	RISK PURCHASE: In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material / component / equipment / system from any other agency at the risk and cost of the successful bidder.
20.	ADJUSTMENT OF RECOVERY: Any amount payable by the supplier / vendor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier / vendor under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
21.	FORCE MAJEURE CONDITION: If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.
22.	LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON: <u>22.1.TERMS OF PAYMENT:</u> If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at sr. No. 3 above, loading to be done as follows: a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. b) 60 days - No loading <u>22.2. DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</u> Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause.(ie 10% of total rate contract value, inclusive of Taxes, duties, F&I, export/sea worthy packing)

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23.	QUANTITY VARIATION: Quantity Variation will be +/- 30%.
24.	TECHNICAL SPECIFICATION : TB-xxx-618-002a Rev. 04 & TB-xxx-618-002c Rev. 01
25.	RATE CONTRACT VALIDITY /CONDITIONS : <ul style="list-style-type: none"> a) The Rate Contract shall be Valid for 18 Months from the Date of award of the Rate Contract. All orders placed within the Rate contract Validity period have to be executed. b) Allotment of job to any Vendor would be sole prerogative of TBG, BHEL & no representation in this regard shall be entertained. However, generally the allotment will be based on following : <ul style="list-style-type: none"> i) Capability of vendor in meeting delivery schedule of BHEL. ii) Delivery performance of Vendor. iii) Delivery Capacity as available at the time of allotment. iv) Vendor approval by customer v) L – 1 Vendor will be given preference. However, BHEL, TBG reserves its right of allotment to any Vendor, with whom Rate Contract is entered, to meet its delivery requirement. c) The Rate Contract is proposed to be entered with Two [02] Nos. of Vendors with the quantity distribution in the ratio of 70 & 30. 70 % quantity shall be awarded to original L1 vendor. The rates of Original L1 vendor shall be sequentially counter-offered to L2, L3, L4 and so on... in that sequence. The balance 30 % quantity shall be awarded to the L2 or L3 or L4 and so on.. bidder whoever accepts the rate of the original L1 bidder in that sequence. In case the other bidders do not accept the business at L1 rates, then order for 100 % business will be placed with the original L1 bidder. <p><i>“However, Any actual distribution pattern cannot be committed as evaluation will be done when the delivery location becomes known. Evaluation for each destination shall be done on ‘total cost to BHEL’ basis and purchase order shall be placed accordingly on L1 vendor for the specific requirement”.</i></p> <p>“In case of Rate Contract, ordering shall be done with quantity in both numbers and notional weight. However, payment shall be done on the basis of nos. or weight whichever is less. Weight of individual piece has to be as per technical specifications.</p> <p>Purchase orders under rate contract shall be placed for both PGCIL & NTPC projects.</p>
26.	INTENDED BENEFITS FOR MSE SUPPLIERS: MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure I) applicable for the year, certifying quantum of investment in plant & machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non

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	submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.
27.	<p>PRE QUALIFYING CRITERIA FOR OPEN TENDER :</p> <p>1. <u>The technical Pre Qualification criteria for Open Tender : attached</u></p> <p>2. The Financial Parameters for PRE QUALIFYING CRITERIA shall be :</p> <p>(a)Vendors should have a minimum average audited annual Turnover of 65 lacs for last two financial years (2012-13 & 2013-14 or 2013-2014 & 2014-15) and should submit audited balance sheet and Profit and Loss account statement for the same.</p> <p>(b)Vendors should have earned profit in at least one year during the last two years for which turnover has been considered.</p> <p>3. REGISTRATION OF Non TBG – PMD Vendors :</p> <p>(a.) Bidders, not registered with BHEL TBG, need to submit application for Assessment of Registration through Online supplier registration portal at : www.bhel.com under supplier registration either before Date of Tender Opening or within One Week of Date of Tender Opening. PLEASE NOTE THAT UNLESS ONLINE VENDOR REGISTRATION IS APPLIED WITH IN PERIOD MENTIONED IN THIS CLAUSE, BIDS WILL NOT BE PROCESSED FURTHER.</p> <p>(b) In case of bidders referred to point no (a) above, please note that price bids of only those bidders will be opened who are registered under permanent code by BHEL TRANSMISSION GROUP(BHEL-TBG)</p> <p>(c) BHEL reserves the right to reject the offer even though bidder meets the prequalification criteria but is considered not qualified for grant of registration of permanent code by BHEL. Decision of BHEL will be final in this regard and shall be binding on the bidders.</p> <p>In case any clarifications are required by BHEL TBG, it should be furnished properly at the earliest but not later than 15 days from the date of clarification is sought by BHEL. In case of non reply/improper reply, BHEL reserves the right to complete the Assessment based on available documents and decide acceptance or rejection of bid accordingly.</p> <p>Supplier Evaluation team may also visit Works of Bidder for Assessment of Works.</p>

Seal of the bidder

Signature of the bidder