

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

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

Sr. No	Terms & Conditions
1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 2.00 PM of the due date of opening in <b>Tender Box (TBMM) Material Management Division, Transmission Business Group, 5<sup>th</sup> Floor, Advant Navis IT Business Park, Plot No. 7, Sector-142, Expressway Noida, Noida-201305 Distt. Gautam Budh Nagar (U.P.)</b></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. <b><i>In case of any difference between figures and words, the quoted rate in words will prevail over figure. If there is discrepancy between unit price and total price (which is obtained by multiplying the unit price by total quantity), the unit price shall prevail and total prices shall be corrected accordingly.</i></b></p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p>5. For any Technical clarification, please contact Mr. Vikram Singh Meena (Engineer) Tower – A, 5<sup>th</sup> Floor, Advant Navis IT Business Park, Plot No. 7, Sector-142, Expressway Noida, Noida-201305 Ph: 0120-6748541 e-mail : vsmeena@bhel.in</p> <p>For any commercial clarification please contact person issuing enquiry.</p>

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

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	<p><b>B.3. Physical export (if indicated)</b></p> <p>i) Prices are to be quoted considering following benefits</p> <p>1. -----</p> <p>2. -----</p> <p>ii) For availing above benefits BHEL shall provide following documents</p> <p>1.</p> <p>2.</p> <hr/> <p><b>C.</b> The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p> <p><b>a) Ex-works Price:</b> Ex- works price including packing &amp; forwarding charges.</p> <p><b>b) Excise duty:</b> ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p><b>c) Sales Tax:</b> ST / VAT /CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</p> <p><b>e) Entry tax / Octroi Charges:</b> Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p><b>f) Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p><b>g) Type Test charges:</b> If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p><b>h) Erection / Commissioning supervision charges:</b> If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note: The purchase order shall be placed on Ex-works basis.</p>
3.	<p><b>TERMS OF PAYMENT :</b></p> <p><b>&lt;RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY&gt;</b></p> <p><u>For BOIs (non package items)</u></p> <p>100% payment along with taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of complete invoice containing following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> <li>- Receipted LR</li> <li>- Excise invoice (if applicable)</li> <li>- Delivery Challan / Packing list (casewise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> <li>- MICC issued by BHEL,</li> <li>- Guarantee certificate,</li> <li>- Copy of Performance Bank Guarantee.</li> </ul> <p><u>For BOPs : Air-Conditioning &amp; Ventilation, Fire Protection, Illumination, Oil handling</u></p>

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	<p><u>system where ETC is in scope of bidder</u></p> <p>a. 90% of Ex-works value alongwith 100% taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies)</p> <ul style="list-style-type: none"> <li>- Receipted LR / RR</li> <li>- Excise invoice (where ED re-imburement is required)</li> <li>- Delivery Challan / Packing list (casewise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers,</li> <li>- Despatch Clearance given by BHEL,</li> <li>- Guarantee certificate,</li> <li>- All Test reports and inspection reports,</li> <li>- Performance Bank Guarantee copy.</li> </ul> <p>b. 5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>c. 5% of Ex-works value on successful completion of Erection, Testing, Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)</p> <p>Note: When ETC is not in scope last 5% as per (c) above shall be paid alongwith (b).</p> <p><u>Terms of payment for Type test charges:</u> 100% payment with taxes and duties on acceptance of test reports by BHEL within 60 days from the date of receipt of clear invoice or immediately after completion of supply portion whichever is later against complete and clear invoice and acceptance certificate issued by TBEM.</p> <p><u>Terms of payment for Supervision charges:</u> 100% Payment within 60 days from the date of receipt of clear invoice for services towards supervision of ETC shall be lump sum on pro-rata completion of each circuit breaker against certification by BHEL.</p> <p><u>Terms of payment for Training charges:</u> 100% Payment for Training shall be on lump sum basis within 60 days against complete invoice and certification by BHEL.</p>
4.	<p><b>INTEREST LIABILITY</b> In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p><b>GUARANTEE :</b> The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site.</p>
6.	<p><b>PERFORMANCE BANK GUARANTEE :</b></p> <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><b>Option A:</b> 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>

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	<p><b>Option B:</b> BG for 10% of the total Ex-works PO value, valid for 18 months from the date of PO delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount. The PBG is to be kept valid for 18 months from the last item's delivery date of the PO. <b>Note:</b> The claim period of the BG should be 3 months over and above the validity of the BG as above.</p> <p><b>Option C:</b> 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 : For Shield wire, Earthing material, Cable gland, Cable Trench material, GI/PVC pipe, Hardwares, Al tube, MS Rod, Lable &amp; phase colour disc, HG Fuse, Ferrule, Lug, Marker, Stationary, Office eqpt. and any petty / sundry purchase no Performance bank guarantee is required.</p> <p>The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG-BHEL.</p>
7.	<p><b>FINAL ENGINEERING DOCUMENTATION:</b> Final documentation as called in the specification is to be submitted within 3 months from the date of despatch of material. In case of default, the Performance BG is liable to be en-cashed.</p>
8.	<p><b>INSPECTION :</b> BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL.</p> <p>Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p>
9.	<p><b>DESPATCH DOCUMENTS :</b> Following despatch documents are to be immediately sent to purchaser on despatch.</p> <ul style="list-style-type: none"> <li>- Copy of LR</li> <li>- Copy of delivery challan / packing list</li> <li>- Insurance certificate</li> <li>- Guarantee certificate</li> </ul>
10.	<p><b>DELIVERY PERIOD:</b> Bidder to specify delivery period in weeks from the date of LOI / PO.</p> <p>Time for conduction of type test, if required, is to be separately indicated.</p> <p><u>Note:</u> LR date or Invoice date whichever is later shall be considered as delivery date.</p>
11.	<p><b>DELAYED DELIVERY:</b> 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><b>VALIDITY :</b> The offer shall be valid for 120 days from the due date of opening.</p>

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13.	<p><b>ACCEPTANCE / REJECTION OF TENDER :</b>            BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof.            BHEL also reserves right to vary the quantities mentioned in the tender.</p>
14.	<p><b>EVALUATION :</b>            Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.</p>
15.	<p><b>DEVIATION :</b>            The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p>
16.	<p><b>ARBITRATION :</b>            All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under '<b>The Arbitration and Conciliation Act-1996</b>' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.</p>
17.	<p><b>LEGAL SETTLEMENT :</b>            All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi</p>
18.	<p><b>SUBCONTRACTING :</b>            In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.</p>
19.	<p><b>RISK PURCHASE :</b>            In case the successful bidder fails to supply or fails to comply with the terms &amp; conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost to BHEL of the successful bidder.</p>
20.	<p><b>ADJUSTMENT OF RECOVERY:</b>            Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.</p>
21.	<p><b>FORCE MAJEURE CONDITION:</b>            If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.</p>
22.	<p><b>REVERSE AUCTION :</b>            BHEL shall reserve the right to exercise an option for "reverse auctioning" if required</p>

Signature of Bidder  
 Seal

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 in 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 downloaded from Important Links on link [http://www.bhel.com/tender/tender\\_home.php](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.

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

**Clause 2: PRICES**

**A.1.: Applicable**

- A.2.: Not applicable  
B.2.: Not Applicable.

**B.1: Applicable**

**Tax/Duties:** Project status is 'Domestic' ED and CST are payable to vendor.

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

B.3. Not applicable

**Clause 3: TERMS OF PAYMENT**

Terms for BOP is not applicable.

Terms for BOI is applicable.

**Documents for payment:**

1. Invoice, 2. 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.

**Clause 16: ARBITRATION**

The arbitration shall be under 'The Arbitration and Conciliation act 1996'.

**Clause 6: PERFORMANCE BANK GUARANTEE**

Any of the PBG option is applicable. Vendor to confirm the PBG option.

**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.

**SPECIAL INSTRUCTIONS:**

- **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**
- **Bidder to quote the priced / unpriced BOQ as per the BOQ mentioned in Unpriced schedule only.**
- **If any new vendor (apart from approved vendor of NTPC) has supplied the materials to NTPC's project, then same vendor shall be considered to participate in the bidding and in this case approval of the vendor for this project shall be taken from NTPC before price bid opening.**
- **Refer clause no. 1.7 of section-1 of technical specification for PQR.**

**Note:**

1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of the two options (A, B or C) mentioned in clause no. 6 of the General terms and conditions (BHEL/TBG/GTC/02-07).
2. Delivery plan is 30-May-2017; however vendor has to quote their best delivery plan in activity schedule.
3. "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.

4. 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.**

**LOADING CRITERIA:**

**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

**Note-** In case, techno commercial bid opening date gets extended due to any reason, then extended bid opening date will be considered for base rate of SBI.

**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).

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

**Clause 1:**

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.

**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/MDCC.

**Clause 6: PERFORMANCE BANK GUARANTEE**

**Option A – Same as per GTC**

**Note: IF TOTAL Ex-works EXCEEDS INR 2,00,00,000/- , THEN OPTION – A IS NOT APPLICABLE**

**Option B - Same as per GTC**

**Option C - Same as per GTC**

**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'.

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

**Note: -**

1. **DELIVERY –**  
**30-May-2017.** However vendor has to quote their best possible delivery plan.

2. **BG-** Supplier has to specifically indicate / tick mark their preference for PBG out of the two options (A, B or C) mentioned in clause no. 6 of General Terms and Conditions ( BHEL/TBG/GTC/02-07) i.e. Performance Bank Guarantee.

3. **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.**

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

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

**PERMISSIBLE COMMERCIAL DEVIATIONS**

**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

**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.

6. **PRE QUALIFYING CRITERIA-** Refer Clause no. 1.7 of section-1 of technical specification.

7. **OFFER EVALUATION-**

- Separate Price bid to be submitted in separate sealed envelope.
- Techno-commercial bid to be sealed in separate envelope(1 Techno Commercial Envelope)
- All envelopes (Price Bid Envelopes & Techno Commercial Envelope) to be kept in another common envelope. Each envelope should be sealed and super scribed with PRICE BID, enquiry no., item / package name, project name and due date of opening.

- 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) In case of offers from Indian vendors only - Evaluation shall be done on landed cost to BHEL at site.
  - b) In case of offers from foreign vendors only - Evaluation shall be done on landed cost to BHEL at site and PO shall be placed on CIF basis with an option to convert it on FOB (load port). In case, inland F&I will be in vendor's scope, then separate order will be placed for inland F&I.
  - c) In case of offers from Indian and foreign vendors both - Evaluation shall be done on landed cost to BHEL at site.

**8. 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.

**9. MARINE FREIGHT AND INSURANCE-**

**Marine freight and insurance to be quoted separately.**

**BHEL may arrange Marine Shipment or exercise option for shipment by vendor at quoted F&I rates.**

Freight & Insurance from discharge port to site – Bidder may quote for inland transportation upto site (i.e. from Discharge port to site in INDIA), 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.**

**10. 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.

**SPECIAL INSTRUCTIONS:**

- **Offers to be submitted through e-procurement only. Bidder to follow the enclosed procedure for bid submission through e-procurement. Opening of bids shall be through e-procurement only.**
- **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**
- **If any new vendor (apart from approved vendor of NTPC) has supplied the materials to NTPC's project, then same vendor shall be considered to participate in the bidding and in this case approval of the vendor for this project shall be taken from NTPC before price bid opening.**

## **PROCEDURE FOR BID SUBMISSION**

The tenders are invited and evaluated online through **e-Procurement System only**. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>.

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 getting obtaining DCSs can be down loaded from **Important Links** on link [http://www.bhel.com/tender/tender\\_home.php](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. 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.

*This sample checklist is only for the benefit of prospective bidders/ suppliers to obtain Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificates (DSCs). **For actual requirement of documents and procedure to be followed, the authorized Certifying Authority in India shall be contacted by the applicants. Further details available on <http://www.cca.gov.in>.***

### **Proofs and checklist for the certificates with organization name (for Indian Applicants)**

- One self-attested recent Photograph of the applicant (only Passport size photo accepted)
- All mandatory columns should be clearly filled
- Mobile number and valid email ID are must
- The Company address should be written in the application form
- Applicant's signature is must in section 3
- If the applicant is a Director or Partner or Proprietor
  - Signature with seal/ stamp in Section 3 is mandatory
  - Self-attestation with seal/ stamp is mandatory in the company proofs
- If the applicant is not a Director or Partner or Proprietor
  - Signature with seal/ stamp from the Director or Partner or Proprietor in Section 4 is mandatory - valid authorisation letter from authorised signatory of the organization
- If the applicant is the Authorised signatory of the organisation
  - Self-attestation of the applicant along with the attestation of the Director or Partner or Proprietor is mandatory in all the company proofs - valid authorisation letter to be attached
- All the proofs including the company proofs should be valid, clear and self-attested
- Signature and address mentioned in the application form should match with the attached proofs

**Note: The applicant should contact LRA (Local Registering Authority) nearest to their coordinates to enable LRAs to conduct physical verification for faster delivery of DSCs.**

**Applicant's identification proofs (any one of the following proofs attested by gazetted officer or bank manager or post master. In case of bank statement, attestation only from the same banker):**

#### **Identification proof:**

- PAN card
- Passport
- Driving License
- Signature verification letter from banker

#### **Residential Address proof:**

- Passport
- Driving License
- Voters ID
- Aadhar card
- Latest bank statement with transaction
- Latest telephone bill
- Vat / sales tax certificate
- Latest Electricity / water bill latest by 3months
- Ration card

*This sample checklist is only for the benefit of prospective bidders/ suppliers to obtain Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificates (DSCs). **For actual requirement of documents and procedure to be followed, the authorized Certifying Authority in India shall be contacted by the applicants. Further details available on <http://www.cca.gov.in>.***

**Organization proofs (any one of the following proofs attested by a company Secretary (who is in employment) or Director or partner or proprietor with organization seal)**

**Company**

- Certificate of incorporation (1<sup>st</sup> page)
- In case of public limited company certificate of commencement of business
- In case the above certificates contain the address of the company, the same can be taken as address proof also

**Partnership firm**

- Partnership deed
- If the deed contains the address of the firm, the same can be taken as address proof also

**Sole proprietorship firm**

- Sales tax or VAT certificate
- Latest IT Return copy
- Service tax certificate

**Organization Address Proof (any one of the following proofs attested by a company Secretary (in employment) or Director or partner or proprietor with organization seal. In case of bank statement, attestation must be done only by the same banker)**

- Latest telephone bill not exceeding 3 months
- Bank statement attested by banker latest by 3 months

*This sample checklist is only for the benefit of prospective bidders/ suppliers to obtain Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificates (DSCs). **For actual requirement of documents and procedure to be followed, the authorized Certifying Authority in India shall be contacted by the applicants. Further details available on <http://www.cca.gov.in>.***

## **Proofs and checklist for the certificates with organization name (for Foreign Applicants)**

### **Identification and address proofs**

- One self-attested recent photograph of applicant authorised by the organization (only passport size photograph accepted)
- Identification and address proofs must be attested by the Indian EMBASSY at the country of the applicant
- Self-attestation is mandatory on all the proofs
- Signature and address in the application form should match with those in the proofs

### **Company Proof**

- The document of registration like certificate of incorporation or establishment proof or licence which is applicable in the concerned country must be self-attested by the applicant and counter-attested by the Indian EMBASSY of the country of origin
- If the applicant is a Director
  - All the rules as mentioned in section 3 of the application are to be followed
- If the applicant is the Authorised signatory of the organisation
  - All the rules as mentioned in section 4 of the application are to be followed
  - All the proofs must be self-attested by the applicant
- If the applicant is not Authorised signatory of the organisation
  - Authorisation letter duly signed by authorised signatory along with Identification proof of the Authorized signatory to validate the signature
- If the proofs are in foreign language, they must be translated to English

**Note: Company proofs also must be self-attested by the applicant. All signatures by the respective applicants should be followed by official stamp of the organization.**

**All the documents shall be attested by the Indian Embassy of the country of origin**

**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.

Un-Priced SCHEDULE (Part II)

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

ENQUIRY NO: 146E053

Dtd: 07.06.2016

S.No.	Description of Item	Unit	Quantity	Unit Price Ex-works	Total Ex-Works	Unit F & I	Total F & I	ED @	Service Tax@	CST / ST @ ___ % of (Col 6+9)	TOTAL (FOR Destination) PRICE (Rs.)
1	2	3		5	6	7	8	9		10	11
1	132kV,1600 Amps ,Short Circuit Current 31.5kA for 1 sec, 3 phase Circuit Breaker Set along with steel structure, Operating Mechanism, Common Control Cabinet and all other allied equipment/items.	Set	10								
2	Mandatory Spares : One complete pole unit of the breaker with operating mechanism	Set	1								
3	Mandatory Spares : Closing Coil	Nos.	6								
4	Mandatory Spares : Tripping Coil	Nos.	6								
5	Mandatory Spares : Spare Motor for spring charged mechanism or Air compressor unit for pneumatic mechanism as applicable.	Nos.	2								
6	Mandatory Spares : Gas filling unit comprising of gas regulator and manometer with necessary coupling and hose for filling SF6 gas from cylinder to the breaker	Set	1								
7	Mandatory Spares : Spare SF6 Cylinder (50 kG )	Nos.	4								
8	Mandatory Spares : SF6 gas Leakage Detector	Nos.	2								
9	Mandatory Spares : SF6 Dew Point Meter	Nos.	1								
10	SF6 gas filling and evacuation equipment (portable)	Nos.	1								
11	SF6 gas filtering ,drying , storage and recycling plant	Nos.	1								
12	Operational Analyser	Nos.	1								
13	Supervision of Erection, Testing & Commissioning of all 132kV Circuit Breakers.	Lot	10								

- NOTE: 1.VENDOR TO INDICATE APPLICABLE LOCAL TAX/VAT WITHOUT AS ANY CONCESSIONAL FORMS FOR TRANSACTION WITHIN THE STATE.LOCAL TAX/VAT \_\_\_\_\_**
- 2. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID ( i.e. WITH ALL PRICE BLANKED ) SHALL BE FURNISHED ALONGWITH TECHO-COMMERCIAL BID.**
- 3. REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.**
- 4. THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.**
- 5. IN CASE OF CST RATE AGAINST 'C' FORM SHALL BE QUOTED.**

TENDERER

**SCHEDULE OF UN-PRICE (for Foreign vendors only) (Part II)**

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

Enquiry No. 146E053 dtd. 07.06.16																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
	Name of item	Tariff No.	Unit	Qty	Unit-CIF {Indian Sea port}	Total -CIF {Indian Sea port}	Break up of CIF( Indian sea port)				Breakup of Inland Transportation					
							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	132kV,1600 Amps Short Circuit Current 31.5kA for 1 sec, 3 phase Circuit Breaker Set along with steel structure, Operating Mechanism, Common Control Cabinet and all other allied equipment/Item		Set	10												
2	Mandatory Spares : One complete pole unit of the breaker with operating mechanism		Set	1												
3	Mandatory Spares: Closing Coil		Nos.	6												
4	Mandatory Spares: Tripping Coil		Nos.	6												
5	Mandatory Spares: Spare Motor for spring charged mechanism or Air compressor unit for pneumatic mechanism as applicable.		Nos.	2												
6	Mandatory Spares: Gas filling unit comprising of gas regulator and manometer with necessary coupling and hose for filling SF6 gas from cylinder to the breaker		Set	1												
7	Mandatory Spares: Spare SF6 Cylinder (50 kg )		Nos.	4												
8	Mandatory Spares: SF6 gas Leakage Detector		Nos.	2												
9	Mandatory Spares: SF6 Dew Point Meter		Nos.	1												
10	SF6 gas filling and evacuation equipment (portable)		Nos.	1												
11	SF6 gas filtering ,drying , storage and recycling plant		Nos.	1												
12	Operational Analyser		Nos.	1												
13	Supervision of Erection, Testing & Commissioning of all 132kV Circuit Breakers.		Lot	10												
	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 tariff no against each item for custom duty purpose.**

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

**SCHEDULE OF COMMERCIAL DEVIATION**

Enquiry. No.146E053

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

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

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

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

Signature of the authorised representative of

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





ENQUIRY NO. 146E053 dated 07.06.2016  
BHEL/TBG/ATS/01

**ACTIVITY SCHEDULE**

(To be filled . up by the supplier)

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			
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			
6	Inspection	By BHEL		
7	Issue of MICC/MDCC	By BHEL		
8	Dispatch			
9	Transit time upto Site.			

Note: 1) 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.

Name of Tenderer

**ENQUIRY NO. 146E053**

**Dated: 07.06.2016**

**BHEL/TBG/SO1/01**

**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 .....