



# Enquiry

Barhat Heavy Electricals Limited  
Transmission Business Group  
Materials Management

## Project : GSECL WANAKBORI 800MW

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
275E210	17-Oct-15	0		342250225	Package		27-11-2015			

### Document Enclosed

SN	Equipment	Phy Unit	Qty	Plan Dt	Comments
1	GIS 400KV GAS INSULATED SUBSTATION	LOT	1	March 2017, However vendor may submit their best delivery plan as per activity schedule	GIS SHALL BE AS PER TECHNICAL SPECIFICATION NO. TB-375-316-001. DETAILED DESCRIPTION SHALL BE AS PER ANNEXURE-1 OF SECTION-1 OF TECHNICAL SPECIFICATION.

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

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

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

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

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

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

**WHOSOEVER DESIRES TO SEND OFFERS ON THEIR OWN RISK (COMPLETE IN ALL RESPECTS) VIA E-MAIL or FAX HAVE TO SEND THE OFFERS TO THE COMMON E-MAIL ADDRESS [tenderbox@bhel.in](mailto:tenderbox@bhel.in) or 0120-6748581 FAX .**

**THE RECEIVED EMAIL OFFERS WILL BE PRINTED BY PURCHASE COORDINATOR AND PUT THEM INTO COVERS AS PER CONVENTIONAL METHOD FOR TENDER OPENING I.E., TECHNO COMMERCIAL & PRICE OFFER SHALL BE PUT INTO TWO SEPARATE COVERS AND BOTH THE COVERS ARE KEPT IN THIRD COVER DULY SCRIBING ENQY. NO. AND DUE DATE.**

**OFFERS SENT TO ANY OTHER E-MAIL ID or FAX NO AND INCOMPLETE OFFERS SHALL NOT BE CONSIDERED FOR EVALUATION PURPOSE.**

It is suggested that the bidders are advised to send the files with 'password protection'. procedure for giving a password to a file has been given below:

**For saving Excel file with password**

Steps to be followed:

1. Click on the FILE option in XP system and Start sign in Vista system then go to SAVE AS option.
2. Select the location to save and Click on the TOOLS box and go to GENERAL OPTION.
3. It will ask for the password, type the password into open or modify box or both as required.
4. Then click on the OK button it will ask for reenter of the password.
5. After reentering the password click on the save box.

**For saving Word file with password**

Steps to be followed:

1. Click on the FILE option in XP and Start sign in Vista then go to SAVE AS option.
2. Select the location to save and Click on the TOOLS box and go to SECURITY OPTION in XP system and GENERAL OPTION in Vista system.
3. It will ask for the password, type the password into open or modify box or both as required.
4. Then click on the OK button it will ask for reenter of the password.
5. After reentering the password click on the save box.

The vendors who has sent offers with password, the passwords are to be forwarded to another email id: [supplierinfo@bhelindustry.com](mailto:supplierinfo@bhelindustry.com)

**MSME STATUS**

**"THOSE INDUSTRIES WHO HAVE FILED A MEMORANDUM WITH THE CONCERNED AUTHORITIES AND REGISTERED AS MICRO & SMALL ENTERPRISE UNDER MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT 2006, HAVE TO SUBMIT A COPY OF SUCH REGISTRATION CERTIFICATE / MEMORANDUM TO BHEL FOR NECESSARY COMPLIANCES OF THE ABOVE ACT".**

Please acknowledge the receipt of tender enquiry and fax back this letter by ticking the appropriate item below.



for BHARAT HEAVY ELECTRICALS LTD

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**We acknowledge the receipt of tender.**

- (a) The offer against subject enquiry shall be submitted by the scheduled date and time.
- (b) We regret to quote. The item in reference is out of our manufacturing range.
- (c) We regret because of our prior commitments.
- (d) Any other reason.

To

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

Ph: 0120-6748129

Fax: 0120-6748581

**Enquiry No : 275E210      Enquiry Dt : 17-Oct-15**

**Signature and Seal of Tenderer**

**Bharat Heavy Electricals Limited**  
Transmission Business Group  
Material Management

BHEL's NIT  
terms & condition  
400kV GIS for Wanakbori

**TRANSMISSION BUSINESS GROUP  
BHARAT HEAVY ELECTRICALS LTD**

**TERMS AND CONDITIONS FOR TENDER ENQUIRY**

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

S.N	BHEL's Commercial terms & conditions
1.	<p>A. Sealed bids are invited for the items mentioned in the enquiry conforming to specifications. Bids 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 liable for rejection.</p> <p>B. Bidder to ensure that quotation is received / dropped in the TENDER BOX-TBMM-PURCHASE on or before 14.00 Hrs as per Indian standard time (IST) of the due date of opening in</p> <p style="text-align: center;"><b>TENDER BOX-TBMM-PURCHASE Material Management Division, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India</b></p> <p><b>Note:</b> Bidder may submit complete offer through email: <a href="mailto:tenderbox@bhel.in">tenderbox@bhel.in</a> directly and should not be share this documents to any one in BHEL except tender box otherwise the submitted offer will not be considered.</p> <p>C. The tenders will be opened on due date at 14.30 Hrs as per IST in the presence of participating bidders, who may like to be present. Tenders received late are liable for rejection. Bidders should ensure that Bids are submitted in time.</p> <p>D. Bids are to be submitted in Two parts:</p> <p><b><u>Part-I: Pre Qualification Requirement (PQR) / Technical / Commercial Bid ( in two copies)</u></b></p> <p style="text-align: center;"><b>Envelopes super scribed with Technical / Commercial Bid to contain information regarding, among others:</b></p> <ol style="list-style-type: none"> <li>1. Specification.</li> <li>2. Deviations (if any) in deviation sheet of BHEL's Format.</li> <li>3. Bidder to ensure to submit GTP, drawings, valid type test reports, technical check list as technical offer.</li> <li>4. BHEL's NIT terms and condition and associated documents, un-priced copy of price bid with units for measurement.</li> <li>5. Delivery terms &amp; period required for supply from order date, filled in activity Schedule format.</li> <li>6. Evidence for Qualification criteria including credential of bidder in a separate envelope/file in line with PQR as per <b>Annexure-2</b>.</li> </ol> <p><b><u>Part-II: Price Bid</u></b></p> <p>Envelopes super scribed as "Price Bid" should contain priced copy of Un Price Bid. The price should be mentioned both in figures and words. Price bid containing any additional information is liable for rejection. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p>

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	<p>Both Part I and Part II bids are to be kept in separate envelopes 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><b>Note:</b></p> <ul style="list-style-type: none"> <li>i. <b>Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening.</b></li> <li>ii. <b>Authorized signatory of the bidder should authenticate tender documents.</b></li> </ul> <p><b>E.</b> For any Technical clarification, please contact  Sh. Santosh Kumar, Sr. Manager-TBEM/Sh. Dipak Kr Mandal, DGM-TBEM  BHEL, Transmission Business Group,  Tower-A, 5th Floor, Advant Navis IT Business Park  Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India  Phone : +91 (0) 0120- 6748523/8134  Fax: +91 (0) 0120 – 6748580.  e-mail : santosh.kumar@bhel.in;</p> <p>For any commercial clarification please contact person issuing enquiry.  Sh. B Kumawat, Manager-TBMM  BHEL, Transmission Business Group,  Tower-A, 5th Floor, Advant Navis IT Business Park  Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India  Phone : +91 (0) 0120- 6748487,  Fax: +91 (0) 0120 – 6748581.  e-mail : bkumawat@bhel.in</p> <p><b>F.</b> Unsolicited Supplementary/ Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by any Bidder, at any stage after submission, may entail action.</p> <p><b>G.</b> If scope also includes site activities (i.e. Supervision of erection, Installation, testing and Commissioning of the equipment / material), separate contracts may be awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here 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>A. All prices to be <b>FIRM</b> till complete execution of order i.e. successful commissioning of project.</p>
	<p><b>B. The break up of prices shall be as mentioned in the schedule of price format with due consideration of instructions below as applicable:</b></p> <ul style="list-style-type: none"> <li><b>I. Supply (Indigenous bidder):</b> <ul style="list-style-type: none"> <li>a. Ex-Works (including packing &amp; forwarding charges).</li> <li>b. Taxes &amp; duties: Extra as applicable to be mentioned in un-priced bid also. Present rates to be mentioned in price bid Format (<b>Refer clause no: 3</b>).</li> <li>c. Freight &amp; Insurance: Must be quoted from works to project site/store. Insurance from works to site including 30 days storage at site shall also be in scope of bidder.</li> </ul> </li> <li><b>II. Supply (Foreign Bidder):</b> <ul style="list-style-type: none"> <li>a. FOB (Port of loading) including sea worthy packing &amp; forwarding charges.</li> <li>b. Marine Freight. From load port to discharge port. Bidder to indicate load port in their offer and discharge port is <b>MUMBAI PORT INDIA</b>.</li> </ul> </li> </ul>

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	<p>c. Marine insurance is also in scope of bidder from load port to discharge port.</p> <p>d. Custom duty: In scope of BHEL. However for purpose of evaluation, the duty shall be loaded in their offer to arrive total cost to BHEL and same shall be informed to all qualified bidders before price bid opening.</p> <p>e. Custom clearance &amp; handling charges: Foreign bidder may opt custom clearance &amp; handling charges otherwise <b>loading @ 1% of CIF</b> value shall be considered in respect of custom clearance &amp; handling charges.</p> <p>f. Freight &amp; Insurance from discharge port to BHEL site: Foreign bidder may opt inland freight and insurance otherwise <b>loading @ 2% of CIF</b> value shall be considered in respect of freight and insurance.</p> <p><b>III. Type Test charges, if any called for in Technical specification:</b> To be quoted separately for each test along with taxes and duties applicable on them.</p> <p><b>IV. Supervision of Erection, Testing &amp; Commissioning:</b> The same is to be quoted on LUMP-SUM basis for supervision of complete activity. A Per Diem/Day rate is also required to be quoted. Evaluation will be on LUMP-SUM price only.</p> <p><b>V. Training charge:</b> To be quoted separately on lumpsum basis along with taxes applicable on them.</p> <p><b>Note:</b> - In case training is outside India all taxes applicable outside India shall be in the scope of bidder.</p> <p><b>Important instruction to bidder for "Supplies":</b></p> <p>i. Order shall be awarded on CIF basis in case of foreign bidder and on ex-works basis in case of indigenous bidder.</p> <p>ii. Bidder should indicate taxes &amp; duties strictly in BHEL's un-priced format. Use of any other format is not acceptable to BHEL &amp; offer shall be liable for rejection.</p> <p>iii. In case of foreign bidder, Marine freight &amp; insurance, Inland freight and insurance charges (optional) shall also be in scope of bidder.</p> <p>iv. In case of Indigenous Bidder, Inland freight and insurance charges, all other associated Charges, taxes &amp; duties involved till delivery of goods at BHEL site, shall also be in scope of bidder.</p> <p>v. Transit Insurance policy shall be in Bidder's scope (for Indian bidder and foreign bidder who opted for inland transport) and that should also have a provision of 30 days extended cover at site/ store.</p> <p>vi. (a) In case of foreign bidder (<b>not opting for inland transport</b>) it may be noted that goods must be supplied in containers, preferably closed containers, the empty containers after de-stuffing at BHEL site shall be returned by BHEL at port of discharge.  <b>Note:-Rent of containers for 45 days from the date of bill of entry shall be in the scope of bidder.</b></p> <p>(b) In case of foreign bidder (opting for inland transport), Empty container shall be taken back by the bidder after de-stuffing material at site. In case the containers for de-stuffing at site are retained for a period more than 10 days from the date of arrival at site, the charges towards excess duration at site beyond 10 days will be in the scope of BHEL against documentary proof</p> <p>vii. Offers not submitted in prescribed BHEL Format are liable for rejection.</p> <p>viii. Loading value, if applicable, shall be intimated to qualified bidders.</p>

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	<ul style="list-style-type: none"> <li>ix. Bidder to fill tentative packing details in BHEL format only as per <b>ANNEXURE-A</b>.</li> <li>x. Bidder may use <b>multi modal transportation for safe delivery up to BHEL site /store</b>.</li> <li>xi. Bidder to ensure availability of their authorised person at site during unloading at site.</li> <li>xii. Supplier has to submit invoice(s) as per PO or approved billing break-up of prices.</li> <li>xiii. Supplier has to ensure commencement of transit insurance from the date not later than LR / GR /BL date.</li> <li>xiv. In case VAT is applicable, supplier has to submit Tax Invoice(s) irrespective of any VAT benefit / input credit available to BHEL.</li> <li>xv. In case of interstate sale-in-transit against Form "C", supplier to ensure submission of Form "E1/E2" to BHEL timely to meet statutory requirements irrespective of the related payment terms.</li> <li>xvi. Supplier has to submit proof of Service Tax deposited / paid to authority along with copy of service tax registration certificate as per INDIAN laws. Further bidder has to submit copy of PAN card and tax residency certificate (applicable for foreign bidder) valid for current year.</li> <li>xvii. Supplier has to submit PBG as per BHEL format.</li> </ul>
3.0	<p><b>Taxes &amp; Duties</b> :The project is a Non-Mega, domestic and taxes and duties as applicable are as under:</p> <ul style="list-style-type: none"> <li><b>A. Excise Duty (Applicable in case Indigenous Bidder only):</b> Applicable as per the current prevailing rate.</li> <li><b>B. Customs Duty (Applicable in case of Foreign Bidders Only):</b> Applicable as per the current prevailing rate.</li> <li><b>C. Central Sales tax against C form /VAT (Applicable in case Indigenous Bidder only):</b> Applicable as per the current prevailing rate.</li> <li><b>D. Entry Tax (Applicable for all bidders):</b> Applicable, if any, at destination / destination state shall be reimbursed on proof of such payment.</li> <li><b>E. Octroi Charges (Applicable in case all Bidders):</b> Applicable, if any, at destination / destination state shall be reimbursed on proof of such payment.</li> <li><b>F. Service Tax (Applicable in case all Bidders):</b> Applicable towards supervision of Erection, Testing &amp; commissioning &amp; Training (if any) and type test charges(if any) as per the current prevailing rate in India.</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>1. No Tax benefit is applicable for this project.</li> <li>2. <b>CIF content available limited to Rs. 22 Cr. For availing benefit as per SI No 506 (IV) of Custom Notification 12/2012 dated 17th March 2012, essentiality certificate shall be arranged.</b></li> <li>3. In case training/ Type Test is conducted outside India, all taxes and duties outside INDIA shall be in scope of bidder and deemed to be included in their quoted prices.</li> </ul>
3.1	<p><b>STATUTORY VARIATION :</b></p> <p>Statutory Variations in Excise Duty on self-manufactured items, Service Tax on services directly rendered by Supplier / Contractor and Sales Tax / Central Sales Tax / Value Added Tax only on the rates prevailing at the time of delivery / completion w.r.t. rates on the date of opening will be to the account of the BHEL if quoted separately in the prices. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the BHEL.</p> <p>Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase Order / Contract or any extension</p>

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	<p>thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in taxes / duties. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion.</p> <p>If new tax is introduced by Central/State Govt/Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract and new tax is neither in substitution nor in abolition of any of present taxes but is altogether a new tax, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities.</p> <p>Any new tax structure like Goods &amp; Services Tax (GST) as &amp; when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure as per guidelines.</p>
4.	<p><b>TERMS OF PAYMENT :</b></p> <p><b>A. Supply:</b></p> <p>I. 85% of Ex-works/ FOB value payment of supply portion along with 100% taxes &amp; duties, freight &amp; insurance (if applicable) within 60 days from date of receipt of invoice. Documents (original + 2 copies) will be required for payment.</p> <p>A. In case of indigenous bidder:</p> <ul style="list-style-type: none"> <li>- Invoice.</li> <li>- Endorsed LR from BHEL authorised person at site and MRC.</li> <li>- Delivery Challan (If applicable) or Packing list (case wise).</li> <li>- Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable).</li> <li>- MICC (Material inspection clearance certificate) given by BHEL.</li> <li>- Guarantee Certificate.</li> <li>- Performance Bank Guarantee copy.</li> </ul> <p>B. In case of foreign bidder:</p> <ul style="list-style-type: none"> <li>- Invoice.</li> <li>- Bill of Lading.</li> <li>- Delivery Challan (If applicable) or Packing list (case wise).</li> <li>- Certificate of Origin.</li> <li>- Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable).</li> <li>- MICC (Material inspection clearance certificate) given by BHEL.</li> <li>- Guarantee Certificate.</li> <li>- Performance Bank Guarantee copy.</li> </ul> <p>II. 5% of Ex-works/ FOB value payment of supply portion against joint verification of received consignment at store/ site on prorata basis within 60 days from date of receipt of invoice. Documents (original + 2 copies) will be required for payment.</p> <ul style="list-style-type: none"> <li>- Invoice.</li> <li>- Joint verification reports as per packing list by BHEL site &amp; Bidder's authorised representative.</li> </ul> <p><b>Note:</b> Payment shall be made on prorata basis based on joint inspection of supplied boxes. Therefore, Joint verification reports should mention all tax invoice nos and nos of boxes corresponding to original packing list / invoice.</p> <p>III. 5% of Ex-works/ FOB payment of supply portion on prorata basis against completion of HV test on all bays at site within 60 days from date of receipt of invoice. Documents (original + 2 copies) will be required for payment.</p>

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	<ul style="list-style-type: none"> <li>- Invoice.</li> <li>- Certificate for completion of HV Test from BHEL site.</li> </ul> <p><b>Note:</b> Invoice for 5% of Ex-works/ FOB shall be processed based on nos of bays on prorata basis without any reference to BOQ as per contract. Nos of bays in respect of which HV test has been successfully completed, as well as, total nos of bays as per contract should be mentioned in completion certificate by BHEL site in charge.</p> <p>IV. 5% of Ex-works/ FOB payment of supply portion against completion of final engineering documentation and completion of supervision activity within 60 days from date of receipt of invoice. Documents (original + 2 copies) will be required for payment.</p> <ul style="list-style-type: none"> <li>- Invoice.</li> <li>- Final engineering documentation certificate by BHEL Engg group.</li> <li>- Successful completion certificate of supervision of ETC at site issued by BHEL site.</li> <li>- Copy of E1/E2 form submitted to BHEL Finance, if applicable.</li> </ul> <p><b><u>B. Terms of payment for Type test charges: ( If applicable)</u></b></p> <p>100% payment with full taxes and duties on acceptance of test reports based on certification by BHEL engineering within 60 days from the date of receipt of clear invoice in all aspects. Documents (original + 2 copies) will be required for payment.</p> <ul style="list-style-type: none"> <li>- Invoice.</li> <li>- Completion certificate of type tests from BHEL Engg.</li> </ul> <p><b>Note:</b> Type test charges are payable to bidder only after receipt of items 1<sup>st</sup> lot of respective items of GIS at BHEL Site/ Store.</p> <p><b><u>C. Terms of payment for Supervision, testing and commissioning charges:</u></b></p> <p>a. 90% of service value payment along with full taxes and duties after completion of HV test activity by BHEL site within 60 days from the date of receipt of invoice. Documents (original + 2 copies) will be required for payment.</p> <ul style="list-style-type: none"> <li>- Invoice</li> <li>- Certificate of completion of HV Test at BHEL site certified by BHEL site.</li> </ul> <p><b>Note:</b> Certificate of completion of HV test should mention nos of bays against total nos of bays and invoice shall be processed for completed nos of bays on prorata basis without any reference to BOQ for service portion as per contract.</p> <p>b. 10% of service value payment after completion of supervision activity in all aspects after completion of HV tests on all bays within 60 days from the date of receipt of invoice. Documents (original + 2 copies) will be required for payment.</p> <ul style="list-style-type: none"> <li>- Invoice</li> <li>- Certificate for completion of supervision activity certified by BHEL site In Charge in all aspects including settlement of punch points (if any).</li> </ul> <p><b><u>D. Terms of payment for Training charges:</u></b></p> <p>100% payment with full taxes and duties on completion of training within 60 days from the date of receipt of invoice. Documents (original + 2 copies) will be required for payment.</p> <ul style="list-style-type: none"> <li>- Invoice</li> <li>- Training completion certificate from BHEL Engg.</li> </ul> <p><b><u>E. Mode of Payment:</u></b> All above payment shall be made through 'Letter of Credit' or 'through NEFT / RTGS. In case bidders opt for LC, all bank charges (in both countries) are on beneficiary account. Period of presentation is 7 to 10 working days from the date of shipment / invoice, whichever is later.</p>

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	<p><b>Note:</b> Invoices are to be made with clear nomenclature/ item description of equipment so that there is no difficulty in custom clearance.</p>
5.	<p><b>INTEREST LIABILITY:</b> BHEL shall not pay any interest in case of delay in payment due to any reason.</p>
6.	<p><b>Guarantee:</b> The equipment/ material shall be guaranteed for 48 months from the date of commissioning. In case of delay in commissioning due to reasons attributable to BHEL/ customer, the guarantee shall be limited to 60 months from the date of purchase order ex-works delivery.</p> <p>Defect liability period for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to 5 (five) year from the expiry of the guarantee period.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight &amp; Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.</p>
7.	<p><b>PERFORMANCE BANK GUARANTEE :</b> Bidder shall furnish 'Performance BG/ deposit' along with first invoice as defined hereunder:</p> <p>PBG for 10% of ex-works value (For Indian supplies) / FOB value (For foreign supplies) valid initially for 60 months from the date of PO Ex-works delivery. In case of extension of BG Period is required, bidder to ensure extension of PBG accordingly.</p> <p>The Bank guarantee (<b>As per BHEL Format Annexure-B</b>) 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 Indian nationalised schedule Bank subject to acceptance by TBG/BHEL Finance. <b>The original BG should be sent by issuing Bank directly to</b>  <b>AGM (Finance), TBG, BHEL, Tower-A, 5th Floor,</b>  <b>Advant Navis IT Business Park,</b>  <b>Plot-7, Sector-142, Expressway Noida,</b>  <b>Noida-201305, UP, India.</b></p>
8.	<p><b>FINAL ENGINEERING DOCUMENTATION:</b> Final documentation as called for in the specification shall be submitted within three (03) months from the date of successful completion of HV test of all the bays.</p>
9.	<p><b>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</b> Supplier shall submit the master document list, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage,</p>



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	<p>necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications.</p> <p>In case item(s) offered require any interface details of other item (not in the scope of supplier &amp; required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.</p>
10.	<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>Vendor shall send inspection call on BHEL's prescribed format only, with an advance notice of minimum 15 days. Format is enclosed</p>
11.	<p><b>DESPATCH INTIMATION:</b>  Information pertaining to dispatch shall be intimated to purchaser/ underwriter and following documents should be submitted along with Invoice.</p> <ul style="list-style-type: none"> <li>- Copy of Bill of lading / Airway bill / LR.</li> <li>- Copy of packing list.</li> <li>- Copy of insurance certificate.</li> <li>- Copy of Guarantee certificate.</li> </ul>
12.	<p><b>DELIVERY PERIOD:</b>  Bidder to specify delivery period in weeks from the date of LOI / PO in the Activity schedule format <b>Annexure-C</b>.</p> <p><b>Note:</b> LR / BL/ Airway bill date or Invoice date whichever is later shall be considered as delivery date. Time for conduction of type test, if required, is to be separately indicated.</p>
13.	<p><b>DELAYED DELIVERY:</b></p> <p>In case of delay in execution of order beyond the lot wise contractual delivery. LD shall be levied as:</p> <p>LD shall be 0.5% of the total order value (i.e. PO ex-works for indigenous supplier/CIF for foreign supplier) per week of delay or part thereof subject to a maximum of 10% of the total order value.</p>
14.	<p><b>VALIDITY :</b>  The offer shall be valid for 180 days from the due date of bid opening.</p>
15.	<p><b>ACCEPTANCE / REJECTION OF TENDER :</b>  BHEL reserves the right to reject or accept in full or part, any or all tender without assigning any reason thereof. BHEL also reserves the right to vary the quantities mentioned in the tender.</p>
16.	<p><b>EVALUATION :</b>  Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the tender enquiry / NIT. Evaluation of offers shall be done on the basis of total cost to BHEL which shall include applicable taxes &amp; duties, freight &amp; insurance and other services etc. (if applicable).</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. The unit prices of addition/ deletion and type test charges (if applicable), as mentioned in BOQ of section-1 of technical specification shall be considered for evaluation criteria.</li> </ol>

S.N	BHEL's Commercial terms & conditions
	<p>2. Loading in respect of other deviation against BHEL NIT terms and condition, bidder to <b>refer clause no: 32</b>, shall be considered for evaluation also.</p> <p>3. Loading in respect of any deviation shall be informed to all qualified bidders before loading to arrive total cost to BHEL.</p> <p>4. Any conditional discount shall not be considered for evaluation.</p>
17.	<p><b>DEVIATION :</b> Deviation, if any, must be mentioned in deviation sheet only (<b>Annexure-D</b>). Any deviation mentioned elsewhere will not be considered. The bids having deviation(s) with respect to tender requirements are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to Bidder.</p>
18.	<p><b>ARBITRATION:</b> All cases of disputes emanating from and relating to this contract shall be referred to the sole arbitrator appointed by Unit Head / GM, BHEL. The arbitrator may be an employee of BHEL whether serving or retired or any other person nominated by Unit Head/GM BHEL. The arbitration shall be in accordance with 'The Arbitration and Conciliation Act 1996' and the rules thereunder as amended from time to time. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final &amp; binding upon both the parties.</p> <p>The venue of arbitration shall be Delhi.</p>
19	<p><b>LEGAL SETTLEMENT:</b> All disputes shall be subject to jurisdiction of court situated in Delhi/New Delhi only.</p> <p>Notwithstanding contained herein anything in this NIT, the original exclusive jurisdiction shall remain of the court at Delhi / New Delhi.</p>
20.	<p><b>SUBCONTRACTING :</b> In case further subcontracting of BHEL order or part thereof is envisaged by contractor, the same can be done only after written permission is obtained from BHEL. However it shall not absolve the contractor of his responsibility of fulfilling BHEL purchase order requirements.</p>
21.	<p><b>RISK PURCHASE:</b> In the event of failure to supply or comply with the terms &amp; conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system or part thereof from any other agency at the risk and cost of the contractor with additional 15% of contract value (Ex-works/FOB).</p>
22.	<p><b>ADJUSTMENT OF RECOVERY:</b> Any amount payable to contractor under this contract shall be liable to be adjusted against any amount payable to the contractor 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>
23.	<p><b>FORCE MAJEURE CONDITION:</b> Force Majeure will mean: Circumstances beyond the control of contracting parties such as but not limited to act of God, natural catastrophes, fire, war, embargo, industrial dispute, riot, civil commotion, restrictions etc. Vendors willing to plead force majeure shall inform its effect on fulfilment of contract and shall not be held responsible for non performance in such circumstances.</p>



S.N	BHEL's Commercial terms & conditions
24.	<p><b>INTEGRITY PACT:</b> The Integrity Pact is issued as part of the bidding documents and shall be returned by the vendor along with the techno-commercial bid (Part-I), duly signed by the authorized official of the vendor and will form part of the Purchase order/ contract.</p> <p>Only those vendors who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification. Name of independent external monitor to be considered (IEM) as under: <b>Name : Sh V.V,R Sastry, Ex CMD/BEL</b> <b>Tender description: 400 kV GIS and spares for GSECL Wanakbori 800MW Gujarat Projects.</b></p>
25.	<p><b>REVERSE AUCTIONING:</b> BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid in the Reverse Auction. Non-submission of „online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. <b><i>Pls refer Annexure-1 for Terms &amp; Conditions of Reverse Auction.</i></b></p>
26.	<p><b>CONVERSION TO SINGLE CURRENCY (only for foreign bidder):</b> Prices expressed in currency other than Indian Rupee will be converted to Indian Rupee at the exchange rate (TT selling rate of State Bank of India) on the due date of submission of offer for the purpose of evaluation and PQR.</p> <p><b>Note:</b> In case due date has been extended, date of opening of submitted offer shall be considered for the purpose of evaluation.</p>
27.	<p><b>DEMURRAGE/WHARFAGE:</b> For the reasons of delay in receipt of dispatch documents from vendors or due to the same being found to be incomplete, and/or faulty, the vendors shall be responsible to reimburse all demurrages / wharfage, if any, paid by BHEL (for stated reasons).</p>
28.	<p><b>Health, Safety and Environment(HSE) of BHEL:</b> BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.</p>
29.	<p><b>Indemnity (Against Patents / Trademarks etc) :</b> The vendor shall at all times indemnify the purchaser against all claims which may be made in respect of supply from any "rights protected" source protected by way of patent registration of design or trade mark. In the event of any claim in respect of an alleged breach of patents registered design or trademark being made against the purchaser, purchaser shall notify the seller of the same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement or deal with any litigation that may arise there from.</p>
30.	<p><b>Involvement of representative:</b> - <b><i>Bidder must be GIS manufacturer.</i></b> Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer. However in case of foreign bidders, engagement of their foreign counterpart/ Indian representative may be permitted for execution of Services Portion (for services in INDIA only) subject to prior approval by BHEL/end Customer.</p>

S.N	BHEL's Commercial terms & conditions
	<ul style="list-style-type: none"> <li>- In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can submit bid but both cannot submit bid simultaneously for the same item/product in the same tender.</li> <li>- If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</li> </ul> <p><b>Note:</b> Bidder to refer <b>Annexure-3</b> for Indian agent for services in INDIA on behalf of Principal/OEM.</p>
31.	<p><b>Vendor approval from customer:</b></p> <ul style="list-style-type: none"> <li>- Price bid of only those bidders shall be opened, which would be approved by end customer / BHEL for supply and services portion.</li> </ul>
32.	<p><b>Loading criteria:</b></p> <ul style="list-style-type: none"> <li>- <b>Inland freight and insurance:</b> Foreign bidder may opt to consider inland freight and insurance charges in their offer otherwise the inland freight and insurance will be in scope of BHEL, the <b>loading @ 2% of CIF value</b> in respect of inland freight and insurance will be done for evaluation purpose and intimate to respective bidder accordingly before loading.</li> <li>- <b>Custom duty:</b> In scope of BHEL. However for purpose of evaluation, the duty shall be loaded in their offer to arrive total cost to BHEL. <b>Custom clearance &amp; handling charges:</b> Foreign bidder may opt custom clearance &amp; handling charges otherwise <b>loading @ 1% of CIF value</b> shall be considered in respect of custom clearance &amp; handling charges.</li> <li>- <b>TERMS OF PAYMENT:</b> 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 &amp; Conditions for Indigenous Tender Enquiry, loading to be done as follows: <ul style="list-style-type: none"> <li>a. Base rate of State Bank of India (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.</li> <li>b. 60 days - No loading.</li> </ul> <p>Note- In case, techno commercial bid opening date gets extended due to any reason, and then extended bid opening date will be considered for base rate of SBI.</p> </li> <li>- <b>DELAYED DELIVERY:</b> Any loading on LD clause shall be to the extent to which it is not agreed by bidder (at offered value).</li> </ul>
33.	<p><b>Additional /Extra item required at site due to damage reported at site/ theft for completion of project:</b></p> <p>In case of additional requirement of any item specified in BOQ, whether due to damages / theft or any other reason, during contract (i.e. till expiry of contract i.e end of guarantee period), contractor shall ensure supply of same at unit Price mentioned in purchase order main BOQ (supply and service portion) or BOQ for addition /deletion.</p>
34.	<p><b>Extra /Additional items of work:</b></p> <p>Rate of any extra or additional items, which are not incorporated in the BOQ schedule, shall be decided as per the following:</p> <ol style="list-style-type: none"> <li>1. The contractor, on receipt of drawing from BHEL, shall inform BHEL (within 15 days) the rate of items / works for carrying out the extra/ additional work. This shall be supported with analysis of rates including prevailing market rates.</li> <li>2. If the items are not covered under purchase order, the rates have to be agreed upon mainly on the basis of:</li> </ol>

S.N	BHEL's Commercial terms & conditions
	<p>A. Rate of similar items available in purchase order.</p> <p>B. Prevailing market rates. Supplier shall furnish all supporting documents as required by BHEL. Decision of BHEL in such cases shall be final and binding on the contractor.</p> <p>3. Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates for any item/ work &amp; claim for any compensation on that account will not be entertained.</p> <p>4. BHEL reserves the right to carry out such extra/additional work through any other contractor or in any manner as deemed fit. However the guarantee of equipment/ contract will not effect for this activity.</p>
35.	<p><b>SHELF LIFE :</b> Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.</p>
36.	<p><b>LIMITATION OF LIABILITY :</b> Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts,</p> <p>a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and</p> <p>b. Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.</p>

**Note:** BHEL reserves the right to cancel this enquiry at any point of time. Bids of only customer approved vendors will be processed.



**Enclosed the following format:**

- Check List.
- Annexure-1 for RA (Reverse Auction).
- Annexure-2 for PQR (Pre qualification criteria).
- Annexure-3 for Indian agent.
- Annexure-A: Tentative package details.
- Annexure-B: Performance BG format of BHEL.
- Annexure-C: Activity Schedule for supply and Supervision period of ETC.
- Annexure-D: Deviation sheets for commercial and technical.
- Format of MRC (Material receipt Certificate) and BHEL's inspection call.
- Integrity pact of BHEL.
- Un-priced bid format of BHEL.
- Health, safety and environment policy of BHEL.



## PRE QUALIFICATION CRITERIA

A.	TECHNICAL REQUIREMENTS	
1.	<b>Qualified Gas Insulated Switchgear Manufacturer</b>	
	a)	The bidder must have designed (type tested as per IEC or equivalent standard), manufactured, supplied, erected & commissioned atleast two (2) number of GIS substations in two [2] different locations having circuit breaker bays* of 400kV or above with 40 kA short circuit level or higher. and
	b)	The two (2) nos. GIS substations as mentioned at A.1(a) above should have been in operation for atleast two (2) years as on 15.10.12 and
	c)	If the bidder has designed , manufactured and supplied but has not himself erected & commissioned GIS substations mentioned at A.1(a) above, he shall also be considered qualified if he has supervised the erection & commissioning of the same.
2.	<b>Indian GIS manufacturer, who is not meeting the requirement stipulated in A.1 above on its own ,shall also be considered if</b>	
	a)	The bidder has manufactured, supplied, erected and commissioned at least one(1) GIS substation having one (1) Circuit Breaker bays* of 400kV or above at 40 kA short circuit level or higher. which should be in operation in India and
	b)	the parent company (Principals) or collaborator(s) or subsidiary company of the bidder meets qualifying requirements as per clause A.1(a),(b) and (c) mentioned above and
	c)	The Bidder furnishes a legally enforceable undertaking (jointly with the parent company (Principals) or collaborator(s) or subsidiary company) along with bid <ul style="list-style-type: none"> <li>• to guarantee quality, timely supply, performance and Guarantee obligations for additional period of three (3) years over and above the Guarantee period specified for the equipment(s) and</li> <li>• to furnish performance guarantee for an amount of 10% of the ex-works cost of such equipment(s). This performance guarantee shall be in addition to Contract Performance Guarantee.</li> </ul> Such manufacturer shall submit valid collaboration agreement for technology transfer / license to design, manufacture, test and supply GIS equipment in India.
		Note: - Above document shall be submitted in enclosed format along with bid.
		<b>Note :</b> 1. For the purpose of qualifying requirement, one no. of circuit breaker bay shall be considered as a bay used for controlling a line or a transformer or a reactor or a bus section or a bus coupler and comprising of at least one circuit breaker, one disconnecter and three nos. of single phase CTs / Bushing CTs.
B.	FINANCIAL REQUIREMENTS	
	Bidders shall meet the following minimum criteria:	
1.	Minimum Average Annual Turnover* (MAAT) / Sales value of the bidder for last three financial years (should be 30 cr [INR])	
		Note : 1. In case of foreign bidder if certified copies of audited balance sheets & profit /loss accounts are not available, Figures of sale value / Turnover as mentioned in reports from D & B [Dunn & Bradstreet] or Creditreform may also be considered as acceptable by BHEL provided bidder furnishes a copy of report from D & B [Dunn & Bradstreet] or Creditreform ,as the case may be.

[ Non Judicial Stamp paper of appropriate value ]

This deed of undertaking is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2015, jointly by M/s \_\_\_\_\_ having its office at \_\_\_\_\_ ( Herein after called the "Vendor ) and M/s \_\_\_\_\_ having its office at \_\_\_\_\_ ( Herein after called the "Principals ) in favour of BHEL \_\_\_\_\_ ( Herein after called the "Employer").

WHEREAS the Employer invited Bid as per its Specification no. \_\_\_\_\_ for execution of \_\_\_\_\_ [ insert name of Project & Package ] \_\_\_\_\_.

AND WHEREAS the bidder has submitted its bid to employer vide proposal no. \_\_\_\_\_ dated \_\_\_\_\_ based on terms & conditions of Bid.

AND WHEREAS bidder has represented that bidder fulfils the Pre Qualification Criteria as mentioned in Clause No A.2(a) of Annexure-2 NIT No \_\_\_\_\_ and has also represented that Principals meet the Pre Qualification Criteria as mentioned in as per Clause A.1(a),(b)(c) of Annexure 2.

AND WHEREAS clause no A2(c) of Annexure 2 of NIT No \_\_\_\_\_ requires that bidder to furnish a legally enforceable undertaking jointly with Principals.

AND this deed of joint undertaking is furnished by bidder and Principals in favour of Employers.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under :

1. In consideration of the award of Contract by the Employer to the Vendor ( Hereinafter referred to as Contract ) , We the Vendor and Principals do hereby guarantee quality ,timely supply,performance and guarantee obligations for an additional period of three [3] years over & above the guarantee period as referred in clause 6 of BHEL commercial terms & conditions as per NIT.
2. As a security , the vendor shall also furnish a performance guarantee from its Bank in favour of Employer [to be given in case of award and form of BG to be acceptable to employer], equivalent to 10% of ex-works cost of GIS / CIF value of GIS [as applicable], towards the faithful performance / compliance of this undertaking in terms of contract. This BG is in addition to the contract performance Bank guarantee required under clause 7 of BHEL terms & conditions as per NIT .

3. This guarantee shall be unconditional , irrevocable and shall remain in force for entire period of contract including the additional period of three years as required under clause No A.2.(c ) OF Annexure 2 of NIT No \_\_\_\_\_
4. We undertake that after sales, service & spares shall remain available for atleast fifteen years from the date of supply of the equipment.
5. We also agree that this undertaking shall be irrevocable and shall form integral part of Contract & further agree that this undertaking shall continue to be enforceable till the Employer discharges it. It shall become effective from the effective date of contract.
6. Both Vendor and Principal undertake that they shall be jointly and severally liable under this deed of undertaking.

IN WITNESS THEREOF, we have through our authorised representatives executed these presents & affixed common seals of their respective companies, on the day, month and year above mentioned.

For Bidder/ Vendor

For Principal

Signature

Signature

Name

Name

Office Address

Office Address

Witness

Witness

Signature

Signature

Name

Name

Office Address

Office Address

**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 .....

**Terms & Conditions of Reverse Auction**

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

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

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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

## **INTEGRITY PACT**

### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

### **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_  
\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

### **Section 4 – Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 –Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 – Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----

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For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**NOW THIS DEED WITNESSES AS FOLLOWS :**

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

(Contd....2.)

( 2 )

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

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

( 3 )

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

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

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

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

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

**WITNESSESS**

**Name and Address**

**Signature**

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

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

Enquiry No: 275E210, dtd 17.10.2015

**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	Maximum 1 weeks (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	<b>“BY BHEL/CUSTOMER”- 2 weeks</b>			
5.	Manufacturing Time				
6.	Inspection and Issue of MICC	<b>“BY BHEL/CUSTOMER”- 2 weeks</b>			
7.	Issue of dispatch documents as applicable.	<b>“BY BHEL/CUSTOMER”- 2 weeks</b>			
8.	Dispatch				
9.	Transit time upto Site/Port of loading /Port of discharge.				
10	Supervision of ETC completion Period				

**Note:**

- 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 “5” for completion of activity at Sl. No. 6.

2. 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.
3. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
4. 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:

## ANNEXURE-A

Enquiry No: 275E210, dtd 17.10.2015

Project: GSECL WANAKBORI 800MW

Vendor:

### DETAILS OF PACKAGES

<b><i>Sr. No.</i></b>	<b><i>Discriptions</i></b>	
<b><u>1</u></b>	NO OF PACKAGES/CASES	
<b><u>2</u></b>	SIZE	
<b><u>3</u></b>	WEIGHT	

#### **Note:**

1. The above is required only to facilitate the store at site.
2. Bidder to submit standard storage instruction along with offer.

**SCHEDULE OF COMMERCIAL DEVIATION**

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

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

- **In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.**
- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

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

Place: - .....

Date: - .....

Signature of the authorized representative of

Bidder's name:.....

Designation.....

Company Seal:.....

**SCHEDULE OF TECHNICAL DEVIATION**

The following are the deviations/ variations exception from the Specification:

SECTION	CLAUSE NO. / PAGE NO.	STATEMENT OF DEVIATION/ VARIATIONS/EXCEPTIONS

- **In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.**
- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

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

Signature of the authorized representative of

Place: - .....

Bidder's Name:.....

Date: - .....

Designation:.....

Company Seal:.....



**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP**  
**MATERIAL RECEIPT CERTIFICATE**

- a) Site:
- b) LR No. with date:
- c) Vehicle no.:
- d) Date of receipt of material at site:
- e) Material details (as mentioned below):

S.no.	Item Description	Type of Packages	Unit (MT/KM/NO.)	Qty as per packing list	Qty Received	Remarks

Other Remarks:

Signature with date: \_\_\_\_\_

Name & Designation: \_\_\_\_\_  
(With Seal)

**Important Remarks:**

1. LR endorsement Format-

“LR no./ Date: \_\_\_\_\_ Endorsed in favour of (Customer Name) and the transporter is instructed to deliver the goods to (Site name)”.

For Example-

LR no./ Date: 22126/ dt. 30/04/15

Endorsed in favour of TANTRANSCO and the transporter is instructed to deliver the goods to TANTRANSCO, Anikadavu substation.

(sign and stamp with name & designation)

2. LR will only be endorsed as per the given Format and strictly not be receipted.

3. Material receiving will only be given through the MRC (Format attached).



## BHEL UN-PRICE BID FORMAT FOR SERVICE PART

Enquiry No: 275E210, dtd 17.10.2015  
 Project: GSECL WANAKBORI 800MW  
 item: 400KV GIS

S.N	PI-ITEM	Unit	Qty	Currency	Unit Charges	Total Charges	Service taxes, if applicable in INDIA		Total Cost to BHEL for indian supplier for each line item	Total cost to BHEL for foreign supplier for each line item
<b>Instrcution to bidder-----&gt;</b>							Bidder to indicate percentage for each line item	Value	In case training / Type Test is conducted outside India, taxes outside India shall be in scope of bidder and deemed to be included in their quoted prices.	
			(0)		(1)	(2) = (1) X (0)	(3) = .....% of (2)	(4)	[ '(5) =(2)+ (4) ]	[ '(6)=(2)+ (4) ]
									[ TOTAL CHARGES + SERVICE TAX ]	[ TOTAL CHARGES + SERVICE TAX ]
<b>A</b>	<b>Total Charges =</b>									
<b>B</b>	<b>Total Service Taxes =</b>									
	<b>Total cost to BHEL for service portion in case of Indian supplier ( A + B )=</b>									
	<b>Total cost to BHEL for service portion in case of foreign supplier ( A + B ) =</b>									

**Note:**

1. Serial No of BOQ in UN-PRICED BID is mapped in line with BOQ as mentioned in Technical Specification.
2. Each cell to be filled by bidder in the price bid. In case that cell is not applicable as per NIT condition, NA must be mentioned in UN-PRICED BID.
3. In UN-PRICED, Bidder to indicated QUOTED in placed of price. NA in case of not applicable.
4. Bidder stickly to quote in BHEL format only. Other format of price bid will be liable for rejection.
5. Bidder to quote strictly as per BOQ. Rates/prices shall not be combined. In case the charges/prices are combined, BHEL resrvs the right to reject the offer. Decision of BHEL shall be final.
6. Any other item of supply, services not listed in BOQ but required for completion of Job/work/ project shall be deemed to be included in the above quoted prices and will have to be supplied, executed free of cost. No extra price shall be payable in respect of extra item/service.
7. Any item wheteher specifically mentioned or not in above BOQ and mentioned elsewhere in specification or required for successful operation of GIS shall be part of scope of supply. Bidder to submit list of such items.
8. CT & VT details given in single line diagram are tentative and may change at contract stage. Changes to be incorporated by bidder without any cost and delivery implication.

### ***Indian agent/ representative.***

- BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per **Annexure-E (copy enclosed)**. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on [www.bhel.com](http://www.bhel.com).
- The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

## Annexure-E

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

\* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No	Detail
	<b>Name &amp; address of the firm</b>
<b>1.0</b>	<b>Products/ Systems / Services being considered for</b>
<b>2.0</b>	<b>General Information</b>
2.2	Name of Chief Executive
2.3	Details of authorized signatory
<b>3.0</b>	<b>Ownership Information</b>
3.1	Type of firm
3.2	Nature of Business • Attach authorization letter and agency agreement from Principal ( from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
<b>4.0</b>	<b>Registration particulars</b>
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
<b>5.0</b>	<b>Organisational strength</b>
<b>6.0</b>	<b>Other particulars</b>
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
<b>9.0</b>	<b>Financial information</b>
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less )



## MANAGEMENT INSTRUCTION

OMI 211

### SITE SAFETY

REV 00

Page 1 of 5

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#### 1.0 INTRODUCTION

It is necessary to ensure safe working environment at site to all personnel in order to avoid accidents.

#### 2.0 SCOPE

This Guideline brings out areas of work/ activities and the requirements of safety.

#### 3.0 PROCEDURE

##### 3.1 PREVENTIVE MEASURES

Safety measures should be taken at site in following areas.

- a) Material handling and erection
- b) During welding
- c) Against fires
- d) Against electric shocks
- e) While working at heights/ Depths

##### 3.1.1 GENERAL

- Site –Charge shall ensure that all working areas are neat and clean. All approaches and roads are clear of obstructions.
- The sub-contractor shall take the power through proper distribution board duly earthed and with all safety fittings.

*R. K. Parashar*  
( R. K. PARASHAR )  
Head - HSE

श. के. पाराशर / R. K. PARASHAR  
सहायक महाप्रबंधक (टी.बी.क्यू.एन.) / Sr. DGM (TBQM)  
Transmission Business Group  
Bharat Heavy Electricals Ltd.  
Integrated Office Complex  
BHEL Road, New Delhi-110003



TRANSMISSION  
BUSINESS  
GROUP

## MANAGEMENT INSTRUCTION

OMI 211

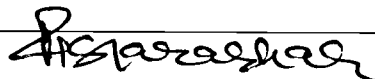
### SITE SAFETY

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- Ensure that floors do not become slippery due to oil leakage/ spillage or any other reasons.
- Temporary electric supplies shall be laid, jointed, protected, insulated adequately to ensure safety from shock, sparking etc. All connection taken from the distribution board shall be through good quality IS marked wires/ cables. Laying cable/ wires on the ground should be avoided.
- Electric tools and machines used during erection are properly earthed to prevent electric shock.
- All the excavated pits must be barricaded suitably with danger tape.
- Vehicles engaged at site must have the proper permit and driver must carry the valid driving license.
- Entry of the children's in the working area should be strictly restricted.
- Adequate lighting shall be provided in work places.
- Proper and tested tools, tackles and lifting devices shall be used for carrying out the work.
- Safety shoes, hand-gloves and helmets where required shall be used by all Site-Staff and visitors while working / visiting at site.
- Site staff shall be aware of locations of various fire protection devices and trained in their immediate use in case of fire. These protection devices should all the time be in proper working condition by ensuring their regular maintenance.
- Proper shut down permits and circuit/ equipment earthing shall be ensured before working on electric lines/ equipments.
- At least one person at site and sub contractors personnel shall be trained in first-aid against wound, fire-burns and electric-shock. The First-aid-boxes should always be easily available in good condition at site.

  
आर के पाराशर / R. K. PARASHAR  
वरिष्ठ उपमहाप्रबंधक (टी.बी.क्यू.एम.) / Sr. DGM (TBQM)  
Transmission Business Group  
Bharat Heavy Electricals Ltd.  
Integrated Office Complex  
Lodhi Road, New Delhi-110003



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## MANAGEMENT INSTRUCTION

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### SITE SAFETY

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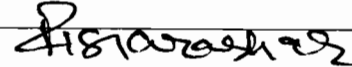
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- Site –In-Charge shall be aware of statutory aspects of accident reporting, investigation etc.
- Electric shock treatment chart shall be displayed in switchyard control room.
- Location and phone numbers of nearest medical aid centers both of general type and Intensive care unit should be displayed at visible prominent places.
- Phone number (s) of Fire-Fighting service should be prominently displayed at prominent places.

#### 3.1.2 STORAGE

Separate storage arrangement shall be made for different items to prevent damage due to fire of costly items and wooden and other packing materials.

- Stack materials in a way to avoid congestion, leaving enough outlets for proper retrieval and attending to emergency needs.
- Transformer oil drums shall be unloaded smoothly, without dropping, and stored in open area with barricades.
- Leakage from any transformer oil drum shall be immediately stopped.
- Wooden packed cases shall be stored preferably in a shed under lock.
- Loose wooden cases, packing's are stored away and disposed-off as early as possible to avoid fire risk.
- Cable drum shall be stored in open and protected area.
- Batteries and acid shall be stored in a separate locked area exclusively earmarked for them and caution warning for acid storage shall be displayed prominently.
- Adequate fire extinguishers in proper working condition shall be provided.

  
र. कं. पाराशर / R. K. PARASHAR  
उपमहाप्रबंधक (टी.बी.क्यू.एम.) / Sr. DGM (TBQM)  
Transmission Business Group  
Bharat Heavy Electricals Ltd.  
Integrated Office Complex  
Laxmi Road, New Delhi-110003



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## MANAGEMENT INSTRUCTION

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### SITE SAFETY

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#### 3.1.3 INSTALLATION

- Safety goggles for welding/ grinding shall be used by operators and observers while working.
- Proper safety belts shall be used by personnel working at heights. e.g. tower erection etc.

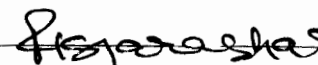
#### 3.1.4 COMMISSIONING

- Permission from authorized engineer shall be obtained before charging the equipments/ bay.
- Any area charged or being charged shall be made known in writing to the customer, BHEL sub-contractor and other agencies working in and around the area to prevent unauthorized entry and working in such area without proper permit.
- Suitable Fire-fighting arrangement shall be made in the area where transformers, reactors etc are installed before initial energisation.
- Switchyard shall be suitably fenced and locked so that when the area is charged, entry of animals and unauthorized person is prevented.
- Proper danger sign boards shall be displayed for an electrically charged equipment/installation in English as well as the locally spoken language.

#### 3.1.5 FIRST AID AFTER ACCIDENT

First-AID boxes and procedure shall be available at site for following accidents.

- a) Wounds/injury
- b) Burns
- c) Electric shock
- d) Fall from height

  
R. K. PARASHAR / R. K. PARASHAR  
वरिष्ठ अभियंता (सी.बी.क्यू.एम.) / Sr. DGM (TBOM)  
Transmission Business Group  
Bharat Heavy Electricals Ltd.  
Integrated Office Complex  
Lodhi Road, New Delhi-110003



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## MANAGEMENT INSTRUCTION

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## SITE SAFETY

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### 3.1.6 FURTHER MEDICAL TREATMENT

When further medical treatment after first-aid is required the affected personnel shall be referred and sent to Hospital for further medical treatment

  
आर. के. पाराशर / R. K. PANIGRAHI  
वरिष्ठ उपमहाप्रबंधक (टी.बी.क्यू.एम.) / Sr. Director  
Transmission Business Group  
Bharat Heavy Electricals Limited  
Integrated Office Complex  
Lodhi Road, New Delhi - 110001