

**BHARAT HEAVY ELECTRICALS LTD.**  
**(TRANSMISSION BUSINESS GROUP)**

**GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY**

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

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1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested and otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 14.00 Hrs. of the due date of opening.</p> <p><b><u>Location of Tender Box :</u></b></p> <p><b><u>Transmission Business Group</u></b></p> <p><b><u>Tower A, 5th Floor, BHEL, Advant Navis IT Business Park</u></b></p> <p><b><u>Plot No 7, Sector - 142, Express way Noida</u></b></p> <p><b><u>Noida -201305</u></b></p> <p><b><u>DISTT- GAUTAM BUDH NAGAR, UP</u></b></p> <p>3. The same shall be opened at 14.30 Hrs. on the same day. Tenders received late shall be rejected. Bidders must ensure that tender documents are deposited on or before due date.</p> <p><b>Bidders are required to submit their credentials along with Techno-Commercial bid to substantiate the qualifying requirement as per attached Technical Specification. The bid of bidder will be accepted subject to vendor approval by Customer.</b></p> <p><b>4. Bids are to be submitted in Two parts:</b></p> <p>i) <b>Techno-commercial bid (Part I)</b> – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid as confirmation that the bidder has quoted for all the items / services mentioned in price bid format.</p> <p>ii) <b>Price bid (Part II)</b> – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure. If there is a calculation mistake in multiplication of unit rate with quantity, then the unit rate quoted will be considered for calculation.</p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p>Note: Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening.</p>

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	<p><b>5. <u>For any Technical clarification, please contact:</u></b></p> <p><b>Sh. Ashutosh Jindal, Engineer / Ms.Shobhna Singh, Sr. Engineer (TBEM)</b>  <b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>Transmission Business Group</b>  <b>Tower A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,</b>  <b>PLOT No-7, Sector-142, EXPRESSWAY NOIDA,</b>  <b>NOIDA-201305,</b>  <b>DISTT- GAUTAM BUDH NAGAR, UP, INDIA</b>  <b>Phone : 9718358520 / 9717773550</b>  <b>Email: <a href="mailto:shobhna@bhel.in">shobhna@bhel.in</a> / <a href="mailto:ashujindal@bhel.in">ashujindal@bhel.in</a></b></p> <p><b><u>For any Commercial clarification, please contact:</u></b></p> <p><b>Sh. S. C. Shivhare, Sr. Manager (TBMM) / Smt. Archana Kumari, Sr. Engr. (TBMM)</b>  <b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>Transmission Business Group</b>  <b>Tower A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,</b>  <b>PLOT No-7, Sector-142, EXPRESSWAY NOIDA,</b>  <b>NOIDA-201305,</b>  <b>DISTT- GAUTAM BUDH NAGAR, UP, INDIA</b>  <b>Phone : 9910156639 / 9711233229</b>  <b>Email: <a href="mailto:archanak@bhel.in">archanak@bhel.in</a> / <a href="mailto:scshivhare@bhel.in">scshivhare@bhel.in</a></b></p> <p>6. Price bid should not contain any information / description / terms &amp; condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p> <p>9. Authorized signatory should authenticate tender documents.</p>
2.	<p><b>PRICES:</b></p> <p><b>Prices shall remain firm during contract period.</b></p> <p><b>The break-up of price shall be as under:-</b></p> <ul style="list-style-type: none"> <li>• Ex-Works price for Indian Vendors.</li> <li>• FOB / CIF price for Overseas vendors.</li> <li>• Destination Port (Mumbai)</li> <li>• Vendor to mention Port of Loading (.....)</li> </ul> <p><b><u>Freight &amp; Insurance:</u></b></p> <p><b>Indian vendors to quote Freight &amp; Insurance from works to site.</b></p> <p><b>Foreign vendors to quote Freight &amp; Insurance charges from port of loading to port of discharge (Mumbai). However, in case of insurance by foreign vendor, the beneficiary shall be BHEL only.</b></p> <p><b><u>Type Test charges:</u></b> Vendor to quote for inclusive of type test charges required as per technical specification.</p> <p><b><u>Training &amp; Supervision of ETC charges:</u></b> As mentioned in the technical</p>

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	<p>specification, is to be quoted separately along with applicable taxes and duties.</p> <p><b><u>For evaluation purpose:</u></b></p> <p>Price quoted in any currency will be converted to Indian rupee at the TT Selling Rate of SBI in India on the date of Techno – Commercial Bid opening.</p> <p><i>For evaluation purpose, Loading shall be done on foreign vendors for Custom Clearance at Port &amp; for transportation from Port of Discharge to site including insurance. However, foreign vendor can also quote for inland transport &amp; insurance (From Mumbai Port to NE Agra Site).</i></p> <p><b><u>For Indian Vendors:</u></b></p> <p>The prices are to be quoted on <b>FOR</b> (Destination) basis. The break-up of price shall be as under:-</p> <p><b>a) Ex-works Price:</b> Ex- works price including packing &amp; forwarding charges.</p> <p><b>b) Excise duty:</b> ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p><b>c) Sales Tax:</b> ST / VAT / CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</p> <p><b>d) Entry tax / Octroi Charges:</b> Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p><b>e) Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p><b>f) Type Test charges:</b> Vendor to quote for inclusive of type test charges required as per technical specification.</p> <p><b>g) <u>Training &amp; Supervision of ETC charges:</u></b> As mentioned in the technical specification, is to be quoted separately along with applicable taxes and duties.</p> <p><b><u>NOTE:</u></b></p> <p>The purchase order shall be placed on Ex- Works basis for Indian Vendor.</p> <p>For overseas Vendor, the order is proposed to be placed on CIF basis. However, BHEL reserves the right to convert the order on FOB also. The evaluation of bids shall be done on delivered cost to BHEL.</p> <p>"BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation".</p>
3.	<p><b><u>TERMS OF PAYMENT:-</u></b> For overseas Vendors:</p> <p><b>a) <u>FOR SUPPLY PORTION:-</u></b></p> <p>By irrevocable LC (With Usance Period of 60 days) which will be opened after placement of order and receipt of performance bank guarantee for 10% of order value. All bank charges to supplier's account.</p> <p><b>90%</b> against original invoice, original bill of lading, packing list, MICC (dispatch clearance given by BHEL), guarantee certificate, transit insurance certificate, certificate of origin.</p> <p><b>10% direct payment against material receipt at Site against material receipt certificate by BHEL Site."</b></p>

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	<p><b><u>FOR SERVICES:-</u></b> 100% direct payment within 60 days after acceptance of the services work by BHEL.</p> <p><b><u>FOR TRAINING:-</u></b> 100% Direct Payment for Training will be released against Certification of Training issued by BHEL along with Invoice.</p> <p><b><u>TERMS OF PAYMENT:- For Indian Vendors:</u></b></p> <p>100 % Payment with Taxes, Duties, Freight &amp; Insurance within 60 days (45 Days for MSE Vendor) from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies):</p> <ul style="list-style-type: none"> <li>- Receipted LR</li> <li>- Excise invoice (If Applicable)</li> <li>- Delivery Challan or Packing list (casewise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers</li> <li>- MICC</li> <li>- Guarantee Certificate</li> <li>- Copy of Performance Bank Guarantee.</li> </ul> <p>[A.] Documents to be furnished by vendor immediately after dispatch:</p> <ul style="list-style-type: none"> <li>- Copy of Invoice</li> <li>- Copy of LR</li> <li>- Copy of Delivery Challan / Packing List</li> <li>- Copy of Insurance Certificate</li> <li>- Copy of Guarantee Certificate</li> </ul> <p>[B.] Following Documents to be sent by vendor to TBG, New Delhi :</p> <ul style="list-style-type: none"> <li>- Receipted LR</li> <li>- Excise invoice (If Applicable)</li> <li>- Delivery Challan / Packing list (case wise)</li> <li>- Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers</li> <li>- Dispatch Clearance / MICC</li> <li>- Guarantee certificate</li> <li>- All Test &amp; Inspection Reports</li> </ul> <p><b><u>FOR SERVICES:-</u></b> 100% direct payment within 60 days after acceptance of the services work by BHEL.</p> <p><b><u>FOR TRAINING:-</u></b> - 100% Direct Payment for Training will be released against Certification of Training issued by BHEL along with Invoice.</p> <p><b>INTEREST LIABILITY</b> In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
4	<p><b><u>GUARANTEE:</u></b> The equipment / material shall be guaranteed for 18 months from the date of delivery of respective items or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.</p>
5.	<p><b><u>SECURITY CUM PERFORMANCE BANK GUARANTEE:</u></b> <b>For Overseas Vendors:</b> In the event of an order, tenderer shall furnish BG towards Security Cum Performance for 10% of total value of P.O.(for supply portion), within two weeks of placement of P.O. valid till 60 days (inclusive of claim period) beyond the</p>

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	<p>guarantee period, from a reputed Bank of the bidder's country, to be endorsed by Indian Bank, subject to Purchaser's approval, in our prescribed format. The original BG shall be sent by issuing bank directly to AGM - FINANCE, BHEL.</p> <p>All the Bank Guarantee shall be from a scheduled bank( As Per list attached ) in India acceptable to BHEL. The original BG should be sent by issuing bank directly to AGM (Finance), TBG, BHEL. BANK Guarantee should be valid for lodging claim within two months after expiry of guarantee period.</p> <p><b><u>PERFORMANCE BANK GUARANTEE:</u></b>  <b>For Indian Vendors:</b> Bidder shall furnish along with first invoice Performance BG / deposit as per one of the following options.</p> <p><u>Option A</u>  BG for 10% of the total Ex-works PO value, valid for 18 months + 3 months claim period (i. e. total 21 months) from the date of last delivery.</p> <p><u>Option B</u>  Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 24 months from the date of first delivery.</p> <p>The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalized Bank. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL.</p> <p><b>If no option is specified, by default option – A shall be considered for confirmation</b></p>
6.	<p><b><u>INSPECTION:</u></b> BHEL and / or customer may inspect the Equipment/Material before dispatch. In the event BHEL / Customer waives off inspection, TEST REPORTS and RESULTS shall be submitted by vendor for approval by BHEL / Customer. Based on that MICC (Material Inspection Clearance Certificate) / MDCC shall be issued by BHEL. Material to be dispatched only after getting Dispatch Clearance from BHEL.</p> <p>BHEL / Customer may also carry out stage inspection during manufacturing of the ordered item.</p> <p>Supplier shall send inspection call on prescribed format only with an advance notice of 15 days.</p>
7.	<p><b><u>DISPATCH DOCUMENTS:</u></b> Dispatch documents (Negotiable documents) shall normally comprise Original Invoice, Bill of Lading/LR, Shipping / Packing lists (case wise), Certificate of country of origin, Material Inspection Clearance certificate (MICC), Test Certificates &amp; approval of acceptance &amp; routine test certificates, Insurance certificate and manufacturer's guarantee certificate.</p>
8.	<p><b><u>DELIVERY PERIOD:</u></b> Bidder to specify their earliest delivery period in weeks from the date of LOI / PO in the activity schedule format enclosed with enquiry. Time for conducting the type test, if required, is to be separately indicated.</p> <p><u>Note:</u> BOL/LR date or Invoice date whichever is later shall be considered as delivery date for supply portion and date of completion of service work shall be considered as delivery date for service work.</p> <p><b>Vendors to quote the best and earliest possible delivery period.</b></p>
9.	<p><b><u>DELAYED DELIVERY:</u></b> In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works / FOB Value per week or part there-of subject to maximum of 5% of total Ex-Works / FOB value of P.O. will be withheld.</p>

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10.	<b><u>VALIDITY:</u></b> The offer shall be valid for 120 days from the due date of opening.
11.	<b><u>ACCEPTANCE / REJECTION OF TENDER:</u></b> BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.
12.	<b><u>EVALUATION:</u></b> Comparative statement shall be prepared based on overall quantity unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.
13.	<b><u>DEVIATION:</u></b> The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may <b>load the prices for evaluation of offer as mentioned at Sl. No. - 23.</b>
14.	<b><u>ARBITRATION:</u></b> All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and conciliation act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.
15.	<b><u>LEGAL SETTLEMENT:</u></b> All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi.
16.	<b><u>SUBCONTRACTING:</u></b> In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.
17.	<b><u>RISK PURCHASE:</u></b> In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.
18.	<b><u>ADJUSTMENT OF RECOVERY:</u></b> Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works/contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
19.	<b><u>FORCE MAJEURE CONDITION:</u></b> If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.
20.	<b><u>DEMURRAGE / WHARFAGE:</u></b> For the reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any, paid by BHEL (for stated reasons).
21.	<b><u>Minimum Technical Qualifying Requirement: As per attached Technical Specification.</u></b>  <b>The bid of bidder will be accepted subject to vendor approval by Customer.</b>  <u>The Bidder must ensure that they confirm the Qualifying Requirement and the necessary documentation in this regard would be provided by Bidder to BHEL along with their offer for ascertaining that they confirm the Qualifying Requirement. BHEL Reserves the Right to reject any offer from Bidder in case of Non – Compliance to the Qualifying Requirement or inability of Bidder to produce the necessary documentation for ascertaining that they confirm the Qualifying Requirement.</u>

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22	<b><u>Consignee Address:</u></b> <b>General Manager / Powergrid / HVDC</b> <b>+/- 800 KV, 6000 MW HVDC Multi Terminal</b> <b>NER / ER Interconnector – I</b> <b>12.6 KM, Mile Stone on Shamshabad Road,</b> <b>P.O. Shyamo,</b> <b>Agra (UP)</b> <b>Pin : 282003</b>
23	<b>LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:</b> <b><u>22.1 : TERMS OF PAYMENT:</u></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 sr. No. 3 above, loading to be done as follows: a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. 60 days - No loading <b><u>22.2 : DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</u></b> Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause. <b><u>22.3 GUARANTEE:</u></b> Normally BHEL may not accept deviation against this clause and offer may be ignored on this deviation, however If the offered guarantee period is less than the tender guarantee period the ex- works prices shall be loaded for the difference in the period ( higher of the difference with respect to guarantee required from date of delivery and date of commissioning) @ 2.5 % per year for number of months( fractional months to be rounded off to next higher)
24	<b>The manufacturer’s must have valid MQP No. approved from M/s PGCIL. Bidders to furnish Documentary Evidence for Valid PGCIL MQP along with their offers, if applicable.</b>
25	“MSE suppliers can avail the intended benefit only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure - 1) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bid at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents”.

**Signature of Bidder**

**Seal**