



BHARAT HEAVY ELECTRICALS LTD.
TRANSMISSION BUSINESS GROUP - MATERIALS MANAGEMENT
3rd Floor , Integrated Office Complex , Lodhi Road , New Delhi-03
Ph. 011 -41793425/ 110 , FAX. 011-24365869, Email:alok@bhelindustry.com

TENDER ENQUIRY NO: E-4583198 DTD 20.10.2008 , NIT NO: 5608

DUE DATE: 19.12.2008, 10: 30 HRS (IST)

PROJECT: 420 KV & 245 KV GIS FOR NORTH CHENNAI-II FOR TAMIL NADU ELECT BOARD

ITEM: 420 KV & 245 KV GAS INSULATED SWITCHGEAR (GIS).

Please find enclosed above mentioned tender enquiry along with the following enclosures:

- | | |
|----------------------------------------|--------------------------------------------------------------------------|
| 1. Tender enquiry | 6. Schedule of information (checklist) to be furnished (BHEL/TBG/SOI/01) |
| 2. BHEL Terms and Conditions. | |
| 3. Activity schedule (BHEL/TBG/ATS/01) | 7. Schedule of commercial deviation |
| 4. Schedule of prices | 8. Schedule of technical deviation |
| 5. Technical Specifications | 9. Package details |

Tender enquiry has been uploaded on this website and any changes/ addendums/ modifications shall be mentioned on this website only (www.bhel.com). 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. **Deviations, if any, must be given in schedules for deviations (commercial/ technical). Bids of only customer approved vendors will be processed.**

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

Phone: 011-41793110/425

Fax : 011-24365869

dkprasad@bhelindustry.com

Name: Deepak K Prasad

Designation: Dy.Manager

ACKNOWLEDGEMENT BY TENDERER

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.

Signature and Seal of Tenderer

To : **Sr. DGM (TBMM)**
BHEL, 3rd Floor, IOC, Lodhi Road
New Delhi-03
Phone: 011-41793425
Fax : 011- 24365869
Email ID: alok@bhelindustry.com

Tender Enquiry No. : E – 4583198 date: 20.10.2008, Project: NORTH CHENNAI -II GIS for TNEB.

Item: 420 KV & 245 KV

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

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

Sr. No	Proposed Terms & Conditions Enquiry No: E-4583198 dtd 20.10.08 , NIT No: 5608 date of Issue 17.11.08.
1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 10.30 PM of the due date of opening in Material Management Division, Transmission Business Group, BHEL, Integrated Office complex, Lodhi Road, New Delhi – 110 003. Ph: 01141793425, 41793110 Email: alok@bhelindustry.com; dkprasad@bhelindustry.com</p> <p>3. The same shall be opened at 10: 30 AM on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>4. Bids are to be submitted in Two parts: i) Techno-commercial bid (Part I) – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid. ii) Price bid (Part II) – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p>5. For any Technical clarification, please contact Mr. N K CHUGH, AGM/ TBEM / Mr. PRAMOD RAJ, SR ENGINEER/ TBEM BHEL, Integrated Office Complex, Lodhi Road, New Delhi – 110 003 Phone : 011- 41793479, 41793280, Fax : 011 – 24369016 , 24369509, 34365869. e-mail : pramodraj@bhelindustry.com; chugh@bhelindustry.com</p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms & condition other</p>

Sr. No	Proposed Terms & Conditions Enquiry No: E-4583198 dtd 20.10.08 , NIT No: 5608 date of Issue 17.11.08.
	<p>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. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p>
2.	<p>PRICES:</p> <p>A. All prices shall be FIRM. No enhancement of rate on account of material / labour/ FE variations or any other reason will be allowed.</p> <p>B The break up of the prices shall be as mentioned in the schedule of price format.</p> <ul style="list-style-type: none"> i) Ex-Works price for Indian vendors & FOB / CIF- destination port for foreign vendor. Inland Insurance, forwarding, all expenses till loading on vessel at port of loading are to be included in the FOB price. ii) Freight & Insurance: F&I from works to site for Indian vendors is required to be quoted. Take of price for Insurance charges from port of loading to port of discharge is required to be quoted for foreign vendors. iii)) Type Test charges: If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them. iv) Erection / Commissioning supervision charges: If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them. <p>Note: i) The purchase order shall be placed on Ex-works/ FOB basis. ii) Evaluation shall be done on minimum cost basis to the buyer. Overall minimum prices at discharge port shall be the criteria for evaluation for foreign vendor and minimum price at site for Indian vendors. If both foreign and Indian vendors quote than comparison will be on landed cost at site. For foreign vendor, BHEL transport contract rates / freight charges will be added to CIF/FOB for evaluation.</p>

Sr. No	Proposed Terms & Conditions Enquiry No: E-4583198 dtd 20.10.08 , NIT No: 5608 date of Issue 17.11.08.
3.	<p>TERMS OF PAYMENT :</p> <p><u>For BOIs (non package items)</u> 100% payment along with taxes, duties, freight & insurance (if applicable) within 60 days from date of receipt of invoice. The invoice must contain the following documents in three sets (original + 2 copies).</p> <ul style="list-style-type: none"> - Receipted Bill of lading/ Airway bill/ LR - Excise invoice (where ED re-imbursement is required). - Delivery Challan / Packing list (case wise). - Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable). - Despatch clearance given by BHEL - Guarantee Certificate - All test reports and inspection reports - Performance bank guarantee copy <p><u>Terms of payment for Type test charges: (If applicable)</u> 100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u> 100% payment against completion with taxes and duties on certification by BHEL site within 60 days from the date of receipt of clear invoice.</p>
4.	<p>INTEREST LIABILITY</p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
5.	<p>GUARANTEE :</p> <p>Guarantee period shall be 24 months from the date of taking over of the plant by the ultimate customer.</p>
6.	<p>SECURITY CUM PERFORMANCE BANK GUARANTEE :</p> <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><u>Option A</u> A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p><u>Option B</u> BG for 10% of the total Ex-works PO value, valid for 24 months from the date of first delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.</p> <p><u>Option C</u> Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 24 months from the date of first delivery.</p> <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 /</p>

Sr. No	Proposed Terms & Conditions Enquiry No: E-4583198 dtd 20.10.08 , NIT No: 5608 date of Issue 17.11.08. Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Lodhi Road, New Delhi – 110003 (INDIA).
7.	FINAL ENGINEERING DOCUMENTATION: Final documentation as called in the specification is to be submitted within 3 months from the date of despatch of material. In case of default, the Performance BG is liable to be en-cashed.
8.	INSPECTION : 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. Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.
9.	DESPATCH DOCUMENTS : <ul style="list-style-type: none"> - Copy of Bill of lading / Airway bill / LR - Copy of delivery challan / packing list - Guarantee certificate. -
10.	DELIVERY PERIOD: Bidder to specify delivery period in weeks from the date of LOI / PO. Time for conduction of type test, if required, is to be separately indicated. <u>Note:</u> LR / BL/ Airway bill date or Invoice date whichever is later shall be considered as delivery date .
11.	DELAYED DELIVERY: In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value per week or part there-of subject to maximum of 5% of total Ex-Works value of P.O. will be withheld.
12.	VALIDITY : The offer shall be valid for 120 days from the due date of opening.
13.	ACCEPTANCE / REJECTION OF TENDER : BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.
14.	EVALUATION : Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.

Sr. No	Proposed Terms & Conditions Enquiry No: E-4583198 dtd 20.10.08 , NIT No: 5608 date of Issue 17.11.08.
15.	DEVIATION : The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.
16.	ARBITRATION : All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.
17.	LEGAL SETTLEMENT : All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi..
18.	SUBCONTRACTING : In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.
19.	RISK PURCHASE : In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.
20.	ADJUSTMENT OF RECOVERY: Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
21.	FORCE MAJEURE CONDITION: If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.

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

Signature of Bidder
Seal

SCHEDULE OF PRICE (Part II)

NAME OF THE VENDOR:

ADDRESS OF WORKS:

CURRENCY:

PORT OF LOADING:

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

TENDER ENQUIRY NO. E- 4583198 dtd: 20.10.2008

NIT NO: 5608 DTD 17.11.2008

S.No.	Description of Item - AS PER THE BOQ	Unit	Qty.	Unit Price - FOB	Total -FOB	Unit Price - CIF DESTINATION PORT.	TOTAL - CIF DESTINATION PORT.
a	b	c	d	e (***)	f (***)	g	h
A	TOTAL						
B	FREIGHT & INSURANCE CHARGES FROM WORKS TO SITE (For Indian Vendors).						
C	TOTAL PRICE WITH SUPERVISION of E&C						

TAKE OFF PRICE: (TO BE PROVIDED NECESSARILY FOR FOREIGN VENDORS)

D	Insurance from the Port of Loading to Port of Discharge.			
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NOTE:

1. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICE BLANKED) SHALL BE FURNISHED ALONGWITH TECHO-COMMERCIAL BID.
2. REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.
3. THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.
- 4 BIDDERS TO ENSURE COMPLETENESS OF THE SYSTEM AS MENTIONED IN THE TECHNICAL SPECIFICATIONS.
5. (***) FOB PRICE FOR FOREIGN VENDORS & EX-WORKS FOR INDIAN VENDORS.
6. Prices are to be as per the BOQ clearly indicating values both for Unit I & II. Incomplete / deficient price bid may be rejected.

SIGNATURE AND SEAL
TENDERER

Enquiry No;

Project:

Vendor:

DETAILS OF PACKAGES

- NO OF PACKAGES
- SIZE
- WEIGHT
- CONTAINER CARGO OR LOOSE
- NO OF CONTAINERS

Note: The above is required for arranging Road Transport from Port to Site.

SCHEDULE OF TECHNICAL DEVIATION

ENQUIRY NO: E - 4583198

DTD: 20.10.2008

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

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

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications,

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

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

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

Place:
Date :

Signature of the authorised representative of

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

SCHEDULE OF COMMERCIAL DEVIATION

TENDER ENQUIRY NO. E- 4583198

DTD: 20.10.2008

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

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

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

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

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

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

Place:
Date :

Signature of the authorised representative of

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

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.	Submission of documents necessary for getting manufacturing clearance like Drawings, date sheet etc.			
2.	Approval of documents in Cat-I from BHEL / Customer *			
3.	Manufacturing time			
4.	Inspection call			
5.	Customer Inspection and Despatch Clearance			
6.	Transportation to destination.			

Note : 1) * Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.

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

3) Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of
Supplier

Date:

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