

PRE QUALIFICATION CTITERIA (Annexure 2)

1. Technical Qualification Requirements for 500MVA Auto Transformer:

- A. Bidder should have successfully carried out **Dynamic Short Circuit test on 315MVA, 400/220/33kV Auto Transformer** as on the originally scheduled date of bid opening **i.e. 08.08.2016** and shall enclose the relevant Test Report/ Certificate along with bid. In case bidder has not successfully tested 315MVA, 400/220/33kV Auto Transformer for Dynamic Short Circuit test, their bid shall not be considered. Further, design review of offered 400 kV Class Auto transformer shall be carried out based on the design of short circuit tested 315MVA Auto transformer.

B. The Auto Transformer being offered are from manufacturer(s):

- B.1 Who have manufactured, type tested and supplied 345kV or above class transformer which must be in satisfactory operation# for atleast two(2) years as on 08.08.2016.

OR

- B.2 Who have manufactured, type tested and supplied 345kV or above class transformer and have established its manufacturing facilities in India, based on technological support of a parent company or collaborator for the transformer.

Provided that:

- (i) The parent company (Principals) or collaborator(s) meets criteria stipulated under clause B.1 mentioned above. Further, the transformer manufacturer shall furnish the following documents alongwith the bid:
 - (a) A legally enforceable undertaking (jointly with the parent company or collaborator) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s);

And

- (b) A confirmation letter from the parent company or collaborator alongwith the bid stating that parent company or collaborator shall furnish performance bank guarantee for an amount of 10% of the ex-works cost of such equipment(s). This performance bank guarantee shall be in addition to Contract Performance bank Guarantee to be submitted by the Bidder.

Satisfactory operation means certificate issued by the Employer certifying the operation without any adverse remark.

PRE QUALIFICATION CTITERIA (Annexure 2)

In case bidder is a holding company, the technical experience referred to in clause (B) above shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in clause (B) above shall be of that subsidiary company only (i.e. excluding its holding company).

2. FINANCIAL REQUIREMMENT-

Bidder should have a minimum average audited annual turnover / Sales Value of INR 30 Cr for last three financial years (2013-14, 2014-15 &2015-16) and should submit audited balance sheet and Profit & Loss Account Sheet of these years and should declare with supporting documents including audited balance sheet and P & L account. In case of foreign bidder:

In case audited balance sheets and Profit and loss Accounts for above referred three financial years is not available , Balance Sheets and Profit and Loss Account Accounts for three years ending in Calendar years 2013, 2014, 2015 or Calendar Years 2014, 2015, 2016 may be considered acceptable. In case audited Balance Sheets,& Profit & Loss Accounts, are in language other than English, Certified translated copy in English Language should also be furnished

Further in case certified copies of audited Balance sheets and Profit and loss Accounts are not available, Figures of Turnover/Sales value as mentioned in reports from D & B (Dun and Brad Street) or Credit reform may also be considered acceptable by BHEL. In such a case ,bidder to furnish copy of Report from (Dun and Brad Street) or Credit reform , as the case may be.

(a). Bidder must submit all supporting documents along with their offer.

(b). All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished

NOTE:-Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the job and who fulfil the pre-qualifying requirements (PQR) are eligible to quote against above NIT. However, final acceptance of the bidder/offer shall be subject to acceptance of our customer.

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

[illegible]

NAME AND SEAL OF TENDERER

UN-PRICED BID (for Foreign vendors only)
(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

Enquiry No.156E345 dated 12.04.17

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	Name of item	Tariff No.	Unit	Qty	Unit-CIF (Indian Sea port)	Total -CIF (Indian Sea port).	Break up of CIF Indian Sea port rates						Breakup of Inland Transportation			
							Unit -FOB (Load port).	Total -FOB (Load port).	Unit-Sea Freight (upto indian Discharge port)	Total-Sea Freight (upto indian Discharge port)	Unit- Insurance (upto indian Discharge port)	Total- Insurance (upto indian Discharge port)	Unit- Freight (from Indian Discharge port to site).	Unit- Insurance (from Indian Discharge port to site).	Total- Freight (from Indian Discharge port to site).	Total- Insurance (from Indian Discharge port to site).
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25																
Total																

NOTE-

Discharge Port:-Indian Sea Port (preferably Cheenai / Mumbai) . Pl explicitly mention your preference.

CIF (indian port) should be equal to "FOB(load port) + Sea Freight (upto indian Sea port) +Insurance(upto Indian Sea port)"

Load port to be mentioned by bidder - _____

No of package with Dimensions and type of cargo(Break Bulk/LCL/FCL) and no. of container (with type of container) required-Is also to be mentioned by bidder.

Vendor has to mention tariff no. against each item for custom duty purpose.

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

SIGNATURE AND SEAL OF TENDERER



B A A A L AL L
AN NB N
A AL A

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

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).

Annexure for List of Banks (32 Nos.)

Sr. No.	Name of Bank
1	Allahabad Bank
2	Andhra Bank
3	Bank of Baroda
4	Canara Bank
5	Corporation Bank
6	Central Bank
7	Indian Bank
8	Indian Overseas Bank
9	Oriental Bank of Commerce
10	Punjab National Bank
11	Punjab & Sindh Bank
12	State Bank of India
13	State Bank of Hyderabad
14	Syndicate Bank
15	State Bank of Travancore
16	UCO Bank
17	Union Bank of India
18	United Bank of India
19	Vijaya Bank
20	IDBI
21	CITI Bank N. A.
22	Deutsche Bank AG
23	The Hongkong and Shanghai Banking Corporation Limited
24	Standard Chartered Bank
25	J P Morgan
26	Axis Bank
27	The Federal Bank Limited
28	HDFC
29	Kotak Mahindra Bank
30	ICICI
31	Indusind Bank
32	Yes Bank

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.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

INSPECTION REQUEST

1. Name & Address of Supplier :
2. Project :
3. Purchase Order No. , Revision No. & Date :
4. Details of equipment / Material to be Inspected

Sl. No.	Material offered for Inspection	P.O. Item No.	Total Quantity Ordered	Quantity offered for Inspection	Quantity Already Cleared	P.O. value of offered qty.

5. For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection : Yes / No
6. Whether GTP/ Drgs approved in Category – 1 available at place of inspection : Yes / No
7. Whether Quality Plan approved in Category – 1 available at place of inspection : Yes / No.
8. Whether all type tests approved by Engineering :Yes / No
9. (a) Place of Inspection & Address :
9. (b) Name & contact No. of supplier rep. for inspection :
10. Sub – supplier contact person's name & contact No. :
11. Weekly off day : 12. Working Hours :
13. Date on which inspection requested (Inspection call to be raised at least 7 days prior to inspection) :
14. No of road permits required :

It is certified that the above materials shall be completed in all respects and shall have been inspected by us before the date indicated above for inspection. You are requested to please depute your representative for inspection

Signature
Name :
Contact No. :
Date :

Distribution:

1. Material Management , BHEL, New Delhi

Note:

1. Unsigned inspection request & Inspection requests not given in this format are not accepted.
2. Drawings, Quality Plan should be approved in category – I by BHEL Transmission Business Engineering Management before the inspection date. In case inspection request is given without Category – I approved documents, supplier should be obtain from BHEL Transmission Business Engineering Management in writing to this effect and attach to inspection request.



MANAGEMENT INSTRUCTION

OMI 211

SITE SAFETY

REV 00

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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

श्री. के. पाराशर / R. K. PARASHAR
सहायक प्रबंधक (टी.बी.क्यू.ए.) / Sr. DGM (TBQM)
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Sector 16, New Delhi-110003



TRANSMISSION
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GROUP

MANAGEMENT INSTRUCTION

OMI 211

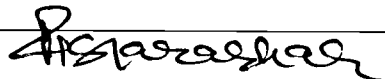
SITE SAFETY

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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)
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SITE SAFETY

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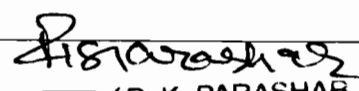
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- Site –In-Charge shall be aware of statutory aspects of accident reporting, investigation etc.
- Electric shock treatment chart shall be displayed in switchyard control room.
- Location and phone numbers of nearest medical aid centers both of general 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. क. पाराशर / R. K. PARASHAR
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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.

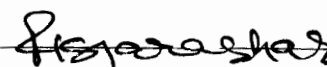
3.1.4 COMMISSIONING

- 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


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SITE SAFETY

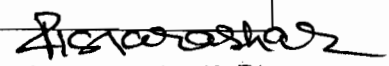
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3.1.6 FURTHER MEDICAL TREATMENT

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


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SCHEDULE OF TECHNICAL DEVIATION (ANNEXURE-D 2)

Enquiry No.156E345 dated 12.04.17

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

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION
1		

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

2 Devition mentioned in this schedule shall only be considered.

Place:
Date :

Bidder's name :.....
Designation:.....

SCHEDULE OF COMMERCIAL DEVIATION (ANNEXURE-D 1)

Enquiry No.156E345 dated 12.04.17

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

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

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

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

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

2 Deviation mentioned in this schedule shall only be considered.

Place:

Date :

Bidder's name :

Designation:.....

Enquiry No.156E345 dated 12.04.2017
BHEL/TBG/SO1/01

CHECKLIST

SCHEDULE OF INFORMATION TO BE FURNISHED WITH THE OFFER

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.

Sl. No.		
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:

Name:.....

Date

Enquiry No.156E345 dated 12.04.17
BHEL/TBG/ATS/01

ACTIVITY SCHEDULE (ANNEXURE-C)

(To be filled – up by the supplier)

Sl. No.	ACTIVITY	Activity time in weeks	Cumulative time in Weeks (from LOI/PO date)	Remarks, If any
1	Submission of master document list			Max. with in 1 week by vendor
2	Submission of documents necessary for getting manufacturing clearance like Drawings, date sheet etc.			
3	Review and Approval of documents and issue of manufacturing clearance	3 weeks by BHEL		
4	Manufacturing Time			
5	Inspection	2 weeks by BHEL		
6	Issue of MICC/MDCC	1 week by BHEL		
7	Dispatch			
8	Transit time upto Site.			

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

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

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

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ANNEXURE-B

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

- 1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
- 2. In Case of Bank Guarantees submitted by Foreign Vendors-**
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE-A

DETAILS OF PACKAGES

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

Note:

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

REVERSE AUCTION GUIDELINES (Annexure-1)

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

*The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.***

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).”

As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid’:

“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”

Annexure-3

Indian agent/ representaive.

- 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.
- 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
	Name & address of the firm
1.0	Products/ Systems / Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
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
4.0	Registration particulars
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	Organisational strength
6.0	Other particulars
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
9.0	Financial information
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)