

Enquiry

Bharat Heavy Electricals Limited
Transmission Business Group
Materials Management

Enquiry No	Enquiry Dt	Rev No	Rev Dt	PI No	Due Dt	Delivery Requirement
196G021	21-Feb-17	0			17-Mar-17	

Document Enclosed

Project	Equipment	Phy Unit	Qty	Plan Dt	Comments
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Substation Automation System : Bay Control IED of each type	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Substation Automation System : Ethernet Switch of each type	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Reactor Protection Panel : Reactor Restricted Earth Fault Protection Relay with Non-Linear resistor	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Power Supply Module for Busbar Protection (if applicable)	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Busbar Bay Unit module (If Applicable)	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Transformer Protection Panel : Restricted Earth Fault protection relay with non- linear resistor	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Reactor Protection Panel : Reactor Differential Protection Relay	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Reactor Protection Panel : Reactor Back-up Impedance Relay (If Standalone)	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Line protection panel equipment :Main-I Numerical Distance relay (Complete Unit)	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Line protection panel equipment :Main-II Numerical Distance relay (Complete Unit)	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Mandatory Spares : Transformers Protection Panel : Transformer Differential Protection Relay	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	Services for 765/400kV BHUJ S/s Part-I : : Testing & Commissioning of remote HMI at RCC/RSCC.	Lot	1		
PGCIL BHUJ AND BANASKANTHA	Services for 765/400kV BHUJ S/s Part-I : : Training Charges	Lot	1		
PGCIL BHUJ AND BANASKANTHA	Services for 765/400kV BHUJ S/s Part-I : : a) Sketch showing routing of F.O Cable & GI Conduit Pipe giving BOQ (as per Annexure -I of Section1) b) Relay Setting Calculation , Application checks c) Documentation as per clause 9.0 of Section -II Annexure-A	Lot	1		
PGCIL BHUJ	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per	Nos.	2		

AND BANASKANTHA	Technical Specification : 765kV Line reactor Bays				
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : BCU for Control & Monitoring of Auxiliary System	Set	1		
PGCIL BHUJ AND BANASKANTHA	Services for 765/400kV BHUJ S/s Part-I : : Supervision of Testing and Commissioning of protection relays and complete Substation automation system at site. Scope shall be as follows :a) Testing & commissioning of main protection relays and Numerical Busb	Lot	17		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Main Bays to be automated : 400kV Bays	Nos.	8		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Tie Bays to be automated : 765kV Bays	Nos.	3		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Tie Bays to be automated : 400kV Bays	Nos.	4		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Common Equipments : Time Synchronization Equipment	Set	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Common Equipments : Relay Test Kit (As per Section -II of Technical Specification)	Set	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Main Bays to be automated : 765kV Bays	Nos.	6		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : 400 kV Circuit Breaker Relay Panel Without Auto Reclose	Nos.	3		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : 400kV Reactor Protection Panel	Nos.	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : 400kV Bus Bar Protection Panel(Duplicate Bus bar protection)	Set	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : 765kV Reactor Protection Panel	Nos.	3		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : 765kV Bus Bar Protection Panel(Duplicate Busbar protection)	Set	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : 400 kV Circuit Breaker Relay Panel With Auto Reclose	Nos.	4		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : 765kV Circuit Breaker Relay Panel without Auto reclose (For Reactor Switching)	Nos.	2		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : 765kV Line Protection Panel	Nos.	2		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : Transformer Protection Panel (For both HV & MV side)	Nos.	2		
PGCIL BHUJ AND BANASKANTHA	CONTROL PANELS SUBSTATION AUTOMATION SYSTEM	LOT	1		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : 765kV Circuit Breaker Relay Panel with Auto reclose	Nos.	5		
PGCIL BHUJ AND BANASKANTHA	BHUJ S/s Part-I : : 765kV Circuit Breaker Relay Panel without Auto reclose	Nos.	3		
PGCIL BHUJ PART- II	Services for 765/400kV BHUJ S/s Part-II : : a) Sketch showing routing of F.O Cable & GI Conduit Pipe giving BOQ (as per Annexure -1 of SectionI) b) Relay Setting Calculation , Application checks c) Documentation as per clause 9.0 of Section -II Annexure-A	Lot	1		
PGCIL BHUJ PART II	BHUJ S/s Part-II : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Tie Bays to be automated : 400kV Bays	Nos.	4		

PART- II	Technical Specification : Tie Bays to be automated : 220kV Bays				
PGCIL BHUJ PART- II	BHUJ S/s Part-II : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Tie Bays to be automated : 400kV Bays	Nos.	1		
PGCIL BHUJ PART- II	Services for 765/400kV BHUJ S/s Part-II : : Supervision of Testing and Commissioning of protection relays and complete Substation automation system at site. Scope shall be as follows :a) Testing & commissioning of main protection relays and Numerical Bus	Lot	6		
PGCIL BHUJ PART- II	BHUJ S/s Part-II : : 220kV Bus Bar Protection Panel	Set	1		
PGCIL BHUJ PART- II	BHUJ S/s Part-II : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Main Bays to be automated : 400kV Bays	Nos.	6		
PGCIL BHUJ PART- II	BHUJ S/s Part-II : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Main Bays to be automated : 400kV Bays	Nos.	2		
PGCIL BHUJ PART- II	BHUJ S/s Part-II : : Transformer Protection Panel (For HV, MV & LV side)	Nos.	2		
PGCIL BHUJ PART- II	BHUJ S/s Part-II : : 220 kV Circuit Breaker Relay Panel With Auto Reclose	Nos.	1		
PGCIL BHUJ PART- II	BHUJ S/s Part-II : : 220 kV Circuit Breaker Relay Panel Without Auto Reclose	Nos.	3		
PGCIL BHUJ PART- II	CONTROL PANELS SUBSTATION AUTOMATION SYSTEM	LOT	1		
PGCIL BHUJ PART- II	BHUJ S/s Part-II : : 400kV Circuit Breaker Relay Panel with Auto reclose	Nos.	1		
PGCIL BHUJ PART- II	BHUJ S/s Part-II : : 400kV Circuit Breaker Relay Panel without Auto reclose	Nos.	2		

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:

WHOEVER 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 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 SUPER 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 venders who has sent offers with password, the passwords are to be forwarded to another email id: 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.

राष्ट्रीय सूक्ष्म, छोटी और मध्यम उद्यम विकास (एम.एम.डी.) अधिनियम, 2006 के तहत पंजीकृत
भारत भारी विद्युत निगम लिमिटेड
5th Floor, Tower A & B, Advant Navis IT Business Park
Plot No. 7, Sector-142, Expressway Noida-201305

for BHARAT HEAVY ELECTRICALS LTD

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
R.K.Gangal
Sr.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: 0120-6748477
Fax: 0120-6748581

Signature and Seal of Tenderer

Enquiry No : 196G021 Enquiry Dt : 21-Feb-17

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

GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

This is to be submitted duly signed by bidder in original. Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in “Schedule of Commercial Deviation”. Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.

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1.	INSTRUCTION TO BIDDERS : 1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected. 1.2 Bidder must ensure that their bid is submitted / dropped in the tender box on or before 14-00 Hrs. IST on the due date of opening, unless otherwise specified in the NIT, at the address as follows :- Tender Box, Materials Management, Transmission Business Group, Bharat Heavy Electricals Limited, 5th Floor, Tower-A, Advant Navis IT Business Park, Plot-7, Sector-142, Noida Expressway, Noida, Dist. G. B. Nagar, U. P. – 201305 1.3 In case tender enquiry is floated through the e-procurement system, offer / bid has to be submitted through the e-procurement system ONLY as per instructions given in the e-procurement portal (https://bheleps.buyjunction.in). 1.4 The bids shall be opened at 14-30 Hrs. IST on the due date of opening, in the presence of participating bidders who may like to be present, unless otherwise specified in the NIT. Bids received late are liable for rejection. Bidders sending bids by courier or post will have to ensure that it is timely delivered at the above address. 1.5 Bids are to be submitted duly signed with seal in two parts :- a) Techno-commercial Bid (Part-I) – To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format without prices “Un-Priced Bid” is also to be enclosed in Part-I Bid. b) Price Bid (Part-II) – To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The rates should be quoted both in figures and words. 1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and

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	marked as “Techno-commercial Bid (Part-I)” and “Price Bid (Part-II)” respectively. Both the envelopes are to be kept in another common envelope and marked as “BID”. Each envelope should be sealed and superscribed with tender enquiry no., item / package name, project name and due date of opening. Bidder’s name and address shall also be mentioned on each envelope. 1.7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT. 1.8 For any commercial clarification please contact official issuing tender enquiry / NIT. 1.9 Price bid (Part-II) should not contain any additional information / description other than given in “Un-Priced Bid” submitted with “Techno-commercial Bid (Part-I)” except prices, otherwise bid is liable for rejection. 1.10 Price Bid submitted along with the bid shall remain valid up to validity of offer. Any discount / revised offer submitted by the bidder on its own shall be accepted provided it is received before the due date and time of offer submission (i.e. Part-I Bid). The discount shall be applied on pro-rata basis to all items including optional items, if any, unless specified otherwise by the bidder. Discount offered shall be valid for full duration of validity of the offer including extension of validity, if any. Unsolicited Supplementary / Revised Price Bid submitted after the due date and time of offer submission (i.e. Part-I Bid), 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 suitable action against such bidder by BHEL. 1.11 The consultants / firm (and any of its affiliates) shall not be eligible to participate against tender enquiry for the related goods or works or services for the same project, if they were engaged by BHEL-TBG for the consultancy services. 1.12 In case any Foreign OEM / Foreign Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and the agent, bid received from the agent shall be ignored. 1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :- a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

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	c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. d) If there is such discrepancy in an offer as mentioned in (a), (b) & (c) above, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored. 1.14 In case the scope of the successful bidder / supplier against this tender enquiry includes Erection, Testing and Commissioning (ETC) of the equipment / material at site in addition to Supply, Purchase Order shall be placed for Supply Portion and Contract shall be separately awarded for ETC at Site Portion. General Terms and Conditions for Tender Enquiry / Contract mentioned herein shall be applicable for both Supply & ETC at Site. Additional Terms and Conditions for Tender Enquiry / Contract for Erection, Testing and Commissioning at Site "BHEL/TBG/GTC-ETC/2016" shall be applicable for ETC at Site only which is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract mentioned herein. However, any breach of either the Purchase Order or the Contract shall be deemed to be breach of the other. 1.15 Taxes and Duties payable extra as per Clause No. 2.3 in NIT, if not specified/quoted clearly as extra shall be considered as included in Ex-works Price and therefore shall not be reimbursed. Taxes and duties not payable extra as per NIT shall be deemed to be included in Ex-works Price. 1.16 If the rates for taxes and duties in respect of the quoted materials and / or services assumed by the Supplier are less than the tariff prevailing at the time of tendering, Supplier will be responsible for such under quotations. However if the rates assumed are higher than the correct rates prevailing at the time tendering, the difference will be to the credit of BHEL. Note : Representative / official deputed by the bidder to witness tender opening must produce authorization letter for the same.
2.	PRICES : 2.1 Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed. 2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis. 2.3 Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis. The break-up of prices shall be as under :- a) Ex-works Price: Ex-works price including packing & forwarding charges. b) Excise duty (ED): ED as applicable is to be quoted as percentage in both un-priced bid and price bid. c) Sales Tax (ST): Central Sales Tax/Value Added Tax shall be reimbursed only

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	if the same is paid by the Seller/Contractor to the respective Govt. authorities on direct sales by the Seller/Contractor to the purchaser meeting all statutory requirements and availing all exemptions/concessions under the respective CST/VAT Acts, If is shown/mentioned as included in quoted Price or mentioned as Not Applicable, it will not be reimbursed by BHEL proposes to make Sale in Transit under section 6(2)(b) of Central Sales Tax Act where good movement is interstate. Form "C" shall be issued and exchanged against Form "E1/E2" based on quarterly transactions. The supplier is required to submit the request for issue of Form "C" within 30 days from the end of the quarter giving statewise invoice details. VAT invoices in format prescribed in the respective State Sales Tax Act have to be submitted in the name of nodal agency specified in NIT/intimated by BHEL. d) Freight & Insurance: Freight (inclusive of all applicable taxes and duties) and Transit Insurance (inclusive of all applicable taxes and duties) for door delivery up to destination / site / store are to be quoted individually. e) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test along with applicable taxes and duties. f) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. g) Charges for Testing & Commissioning at Site: If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. h) Charges for Erection, Testing & Commissioning at Site: If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. i) Training Charges: If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. j) Service Tax: Service Tax if applicable is to be quoted as percentage in both un-priced bid and price bid. 2.4 Entry Tax / Octroi: Any Entry Tax / Octroi, if applicable at destination / destination state, shall be paid extra on proof of such payment. Supplier has to get confirmation from BHEL before despatch of material for any exemption, if applicable. Note : i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. iii) In case Supervision of Erection, Testing & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms & conditions of the NIT, if any.

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	iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier.
3.	TERMS OF PAYMENT : 3.1 For Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing & Commissioning at Site is in scope of the supplier a) 95% of Ex-works value along with 100% taxes & duties, Freight & Insurance within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official. • Excise invoice (where ED reimbursement is required or ED exemption is applicable) • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Copy of Performance Bank Guarantee (PBG) • Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. b) 5% of Ex-works value within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • Form "E1/E2" against Form "C", if applicable • Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. • Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.2 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier a) 90% of Ex-works value along with 100% taxes & duties, Freight & Insurance within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official. • Excise invoice (where ED reimbursement is required or ED exemption is applicable) • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Copy of Performance Bank Guarantee (PBG)

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	• Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order b) 10% of Ex-works value within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • Form "E1/E2" against Form "C", if applicable • Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management • Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.3 For Type Test Charges 100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&I is in scope of supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management. 3.4 For Charges for Supervision of Erection, Testing & Commissioning at Site 100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.5 For Charges for Testing & Commissioning at Site 100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.6 For Training Charges 100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies). Note : i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. iii) In case of Transit Insurance under Open Insurance Policy, Intimation /

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	Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) In case VAT is applicable, supplier has to submit Tax Invoice(s) irrespective of any VAT benefit / input credit available to BHEL. vi) 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. vii) Supplier has to submit proof of Service Tax deposited / paid to authority with copy of PAN Card for payment of Service Tax and TDS shall be applicable as per statutory requirements. viii) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. ix) Supplier has to submit PBG & Guarantee Certificate as per BHEL format. x) In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official. xi) Additional documents required for payment for services are as follows : (a) Copy of Service Tax Registration Certificate (b) Copies of challans for deposit of service tax alongwith certificate by the supplier / contractor that tax charged under the invoice has been remitted by the supplier / contractor to tax authorities
4.	INTEREST LIABILITY : In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.
5.	GUARANTEE : The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier. Wherever Erection, Testing & Commissioning at Site are also in the scope of the Supplier, the guarantee period shall be 18 months from the date of last delivery or

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	12 months from the date of commissioning, whichever is later. The defective equipment / material / component shall be replaced free of cost at site. Freight & 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. In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor. Note : i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning. ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications. iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.
6.	LATENT DEFECT : Liability 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 five years from the expiry of the guarantee period.
7.	PERFORMANCE BANK GUARANTEE (PBG) : Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :- Option "A" A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months. Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore. Option "B" PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.

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	Option "C" In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring "Bharat Heavy Electricals Limited" and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier. Note : i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida. ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG. iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted. iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO. v) In case of non-submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor. vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order. vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 20\%$. Beyond this variation of $\pm 20\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.
8.	SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL : Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, 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, 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. In case item(s) offered require any interface details of other item (not in the scope of supplier & 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.
9.	FINAL DOCUMENTATION : Final documentation as called in the technical / contract specification is to be submitted within 3 months from the date of first delivery of respective equipment / item material. In case of default, the Performance BG is liable for encashment.
10.	INSPECTION : BHEL / customer / third party shall inspect equipment / material before despatch.

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	Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL. Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days. Supplier to ensure submission of all routine / acceptance test reports, inspection reports and all other documents related to inspection, immediately to BHEL. BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.
11.	DESPATCH DOCUMENTS : Despatch documents to be immediately sent to BHEL on despatch are as follows :- • Copy of Invoice • Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate
12.	DELIVERY PERIOD : Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note : LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.
13.	LIQUIDATED DAMAGES FOR DELAYED DELIVERY In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD). However, in case of staggered (lot-wise) contractual delivery schedule, LD shall be 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total ex-works Purchase Order value. Note : i) In case of any amendment / revision, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of

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	material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose. iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.
14.	VALIDITY OF OFFER : The offer shall be valid for 120 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT). Prices of Spares, wherever they optional items, shall be valid till two years from the date of placement of PO.
15.	ACCEPTANCE / REJECTION OF TENDER : BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid. BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.
16.	DEVIATION : The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.
17.	TENDER EVALUATION : 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 & duties, freight & insurance and other services etc. (if applicable). VAT benefit / input credit available to BHEL shall be deducted from prices quoted for calculation of total cost to BHEL, in case specified in the NIT. In case all bidders are foreign & Port of Entry is same for all the bidders, evaluation of offers shall be done on CIF (Port of Entry) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site / destination to BHEL. However, in case of foreign bidders, marine freight & insurance are to be quoted separately & the purchase order shall be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later. In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.
18.	LOADING CRITERIA : List of permissible deviations & loading criteria thereof are as follows :-

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	a) Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT. b) Liquidated Damages (LD) for Delayed Delivery Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value). c) In case of foreign bidders, if the quoted prices is on CIF basis only, it shall be loaded to arrive at total FOR (Site / Destination) price, as applicable, by factors as follows :- i) Port handling / clearing charges : @ 1% of CIF value to arrive at Customs Assessable Value. ii) Custom Duty (including CVD & SAD) as per NIT prevailing on date of price bid opening. iii) Inland Freight & Transit Insurance : @ 5% of CIF value where distance between site / destination and Port of Discharge is upto 1000 Kms or @ 7% of CIF value where distance between site / destination and Port of Discharge is more than 1000 Kms. Note : Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening.
19.	ARBITRATION : In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of "The Arbitration and Conciliation Act, 1996" and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi. Further there shall be no claim for any pre-reference or pendente-lite interest on the claims and any claim for such interest made shall be void. However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.
20.	LEGAL SETTLEMENT : Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.
21.	SUB-CONTRACTING : In case further subcontracting of BHEL Purchase Order / Contract 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 / Contractor of the responsibility of fulfilling BHEL Purchase Order / Contract requirements. In case of subcontracting of Purchase Order / Contract awarded by BHEL or part thereof without such permission, BHEL reserve the right to cancel the Purchase Order / Contract and source such material / component / equipment / system from any other agency at the risk and cost of the Supplier / Contractor. If Supplier / Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless BHEL is satisfied that legal representative of individual Supplier / Contractor or proprietor of proprietary concern and surviving partners of partnership firm are

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	capable of carrying out and completing the Purchase Order / Contract, BHEL shall be entitled to cancel the Purchase Order / Contract as to its incomplete portion and without being in any way liable to payment of any compensation to legal representative of Supplier / Contractor and / or to surviving partners of Supplier's / Contractor's firm on account of cancellation of the Purchase Order / Contract. Decision of BHEL that legal representatives of deceased Supplier / Contractor or surviving partners of the Supplier's / Contractor's firm cannot carry out and complete the Purchase Order / Contract shall be final and binding on the parties hereto. Terms and Conditions shall not get affected in case of de-merger / amalgamation / taking-over / re-constitution etc.
22.	RISK PURCHASE : In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause. Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 15% of the total ex-works value of new PO as overheads. The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 15% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.
23.	ADJUSTMENT OF RECOVERY : Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.
24.	FORCE MAJEURE CONDITION : If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible. If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs or acts of God (hereinafter referred to as "event"), which are not in control of Supplier / Contractor

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	or BHEL, then provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Purchase Order / Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Purchase Order / Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto. In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
25.	MANUFACTURING QUALITY PLAN (MQP) : Supplier to submit approved MQP in line with requirement of BHEL/customer.
26.	SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM : BHEL reserve the right for evaluation of Supplier Performance Rating as per Supplier Performance Monitoring and Rating System of BHEL for necessary action. Details are available at BHEL Website www.bhel.com for reference.
27.	DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL : Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com for reference.
28.	ORDER OF PRECEDENCE : The order of precedence shall be as follows :- a) Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any b) General Terms & Conditions (GTC) for Tender Enquiry / Contract & Additional General Terms & Conditions (GTC) for Tender Enquiry / Contract for Erection Testing & Commissioning (ETC) at Site, if applicable Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.
29.	PACKING : Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards. Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately. Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :- a) Case / Packing size (as applicable). b) Gross weight and net weight of each package. c) Detailed contents of the package with quantity of each item separately. Project, Item / Package Description, BHEL's PO No. with date & Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed & should include respective Invoice No. & LR No. Note :

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	Foreign suppliers to furnish details to arrange inland transportation by BHEL, if applicable, as follows :- i) No. of Packages ii) Size with Weight (Gross & Net) of each Package iii) No. of Containers with type & size required for inland transportation iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
30.	COLOUR CODING : Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc. Tags should be of the colour as follows :- a) Main equipment : Yellow or White tag b) Start-up / Commissioning spares : Blue tag c) Mandatory spares : Pink or Red tag d) Recommended / O&M spares : Green tag
31.	MICRO, SMALL & MEDIUM ENTERPRISES (MSME) : MSMED Act 2006 as amended from time to time & extant regulations of Govt. of India for MSME will be applicable. Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (EM-II certificate) having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or arrested (in original) by a Gazetted officer. Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small & Medium Enterprises should also be furnished.
32.	BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS : If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/supplier/contractor as per extant "Guidelines for Suspension of Business Dealings with Suppliers/Contractors". Abridged version of same is available at BHEL website (www.bhel.com) on "Supplier Registration" Page.
33.	REVERSE AUCTION : BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder or price bid submitted by the bidder through e-procurement system. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in

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	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. General Terms and Conditions of RA are available at Annexure. Business Rules for RA shall be sent to the bidders before conducting RA. Abridged Version of "Common Guidelines for Conducting Reverse Auction" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page & "Tender Notifications" Page.
34.	INTEGRITY PACT : Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.
35.	TERMINATION OF CONTRACT : BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL. BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's / Contractor' compensation claim shall be settled mutually. In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing & Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.
36.	SHELF LIFE : 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.
37.	LIMITATION OF LIABILITY : Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts, 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 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.
38.	SHORTAGES / DAMAGES : a) Against Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site or Supply where Testing & Commissioning at Site is in scope of the supplier :

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	Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier. b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier : Any shortages and / or damages in supplies and during handling / storage, erection, testing and commissioning at site shall be supplied / replenished free of cost by the Supplier / Contractor, as early as possible, to meet the contractual completion time / schedule. Note : There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.
39.	VARIATION OF CONTRACT VALUE / QUANTITY VARIATION : BHEL shall have the right to variation in quantities of items within $\pm 30\%$ of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on "Lumpsum" basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.
40.	STATUTORY VARIATION : 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 offer 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. Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase Order / Contract or any extension 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. 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. However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.
41.	MODE OF PAYMENT : Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.
42.	CONFIDENTIALITY : Supplier / Contractor shall, at all times, undertake to maintain complete

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	confidentiality of all data, information, software, drawings & documents etc. belonging to BHEL and also of systems, procedures, reports, input documents, manuals, results and any other BHEL documents discussed and / or finalized during the course of execution of Purchase Order / Contract.
43.	INDEMNIFICATION : The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs and expenses and any other claim of whatsoever nature in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.
44.	TITLE OF GOODS : a) Ownership of the equipment / material procured in India, shall be transferred to BHEL upon loading on to the mode of transport to be used for transportation of the said equipment / material from the works to the site / destination and upon endorsement of the dispatch documents in favour of BHEL. b) Ownership of the equipment / material to be imported into the country where the site is located, if not procured in India, shall be transferred to BHEL upon loading on the mode of transport to be used for transportation of the equipment / material from the country of origin to that country / destination and upon endorsement of despatch document in favour of BHEL. c) Notwithstanding the transfer of ownership of the equipment / material, the responsibility for care and safe custody thereof together with the risk of loss or damage thereto for whatsoever reason shall remain with the Supplier.
45.	COMPLIANCE OF STATUTORY REQUIREMENTS : The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Purchase Order / Contract and having in force and applicable to the Purchase Order / Contract and nothing shall be done by the Supplier / Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof. The Supplier / Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Purchase Order / Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Supplier / Contractor either from moneys due to him or otherwise as deemed fit.
46.	ACCEPTANCE OF ORDER : Supplier should acknowledge and accept the Letter of Award / Purchase Order issued by BHEL within 7 days of the issue of Letter of Award / Purchase Order. In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms & conditions, scope of work, rates / prices for placement of PO / award of contract shall be applicable and BHEL reserves the right to issue amendment(s) to PO / Contract for correction of discrepancies / typographical errors in the PO / Contract at a later date.
47.	FRAUD PREVENTION POLICY : The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Signature of Bidder (Authorized Signatory) with Date & Seal

1. This enquiry is being floated thru E-procurement System.

Offer bid has to be submitted thru e-procurement system only as per instruction given in e-procurement portal. Refer document Ref. BHEL/TBG/GTC/2016.

2. Technical Clarification-

For any Technical clarification, please contact: Mr. Vivek Kapil (DGM (TBEM))/ Tower A, 5th Floor, Advant Navis It Business Park, Plot No-7, Sector-142, Expressway Noida, Noida - 201305, Distt- Gautam Budh Nagar (U.P.) e-mail : vivekk@bhel.in Contact No. – 0120 – 674-8539

3. Commercial Clarification- For any commercial clarification, please contact: Raju Kureshi, Engineer (TB-MM)/ Tower A, 5th Floor, Advant Navis It Business Park, Plot No-7, Sector-142, Expressway Noida, Noida - 201305, Distt- Gautam Budh Nagar (U.P.) e-mail : araju@bhel.in Contact No. – 0120 – 674-8479

4. Delivery

April-17 Vendors shall be asked to quote their best possible delivery plan in activity schedule to meet the tender's delivery requirement. In case, BHEL's delivery requirements are not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).

5. BG-

Supplier has to specifically indicate / tick mark their preference for PBG out of the three options mentioned in clause no. 6 of General Terms and Conditions (BHEL/TBG/GTC/2016) i.e. Performance Bank Guarantee.

6. In case if VAT is applicable, supplier has to provide VAT Invoice irrespective of availability of VAT benefit to BHEL. VAT charged, if any shall be included in arriving at total cost to BHEL.

PERMISSIBLE TECHNICAL DEVIATIONS: No permissible Technical Deviation has been envisaged.

7. OFFER EVALUATION-

Evaluation will be on whole package.

For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part-I in case of two part bid) shall be considered.

a- Evaluation (for Indian vendors) – Evaluation on landed cost to BHEL.

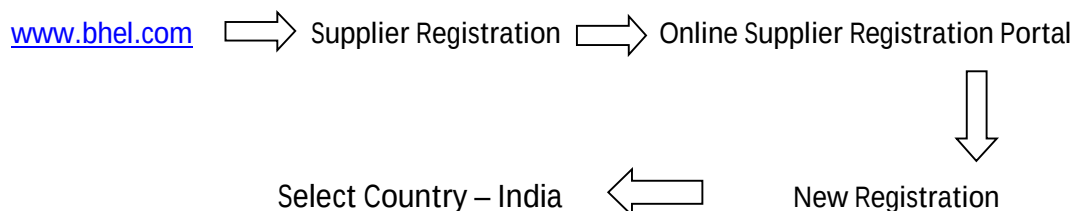
b- Evaluation (for foreign vendors) – Evaluation shall be on CIF (discharge port) basis and PO shall be on FOB basis.

c- Evaluation (in case offers for Indian and foreign vendors) – Evaluation shall be on landed cost to BHEL.

8. **Consignee address:** Items are required for Bhuj site consignee address shall be communicated later on.
9. Bidder have to provide under taking at the time of opening of Part-I that Supplier have quoted as per the attached/enclosed price bid format only.

10. **Procedure for registration at BHEL TBG:**

Kindly follow following flowchart to upload all relevant documents for registration at BHEL TBG.



11. PRE QUALIFYING CRITERIA

TECHNICAL QUALIFYING REQUIREMENT:
Refer Clause 3, Section –I of technical specification

COMMERCIAL QUALIFYING REQUIREMENT:

Valid Power grid approved MQP for control & relay panels is required at the time of techno-commercial Bid opening.

In case of additional vendors, the vendors shall get themselves approved from POWERGRID.

12. **INTENDED BENEFITS FOR MSE SUPPLIERS:-**

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per ***Annexure II***) applicable for the year, certifying quantum of investment in plant & machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

15.Integrity Pact

Supplier has to furnish the integrity Pact in the given format along with the techno-commercial offer.

- 1. This enquiry is being floated thru E-procurement System.
Offer bid has to be submitted thru e-procurement system only as per instruction given in e-procurement portal. Refer document Ref. BHEL/TBG/GTC/2016.**
- 2. Technical Clarification-**
For any Technical clarification, please contact: Mr. Vivek Kapil (DGM (TBEM))/ Tower A, 5th Floor, Advant Navis It Business Park, Plot No-7, Sector-142, Expressway Noida, Noida - 201305, Distt- Gautam Budh Nagar (U.P.) e-mail : vivekk@bhel.in Contact No. – 0120 – 674-8539
- 3. Commercial Clarification-** For any commercial clarification, please contact: Raju Kureshi, Engineer (TB-MM)/ Tower A, 5th Floor, Advant Navis It Business Park, Plot No-7, Sector-142, Expressway Noida, Noida - 201305, Distt- Gautam Budh Nagar (U.P.) e-mail : araju@bhel.in Contact No. – 0120 – 674-8479
- 4. Delivery**
April-17 Vendors shall be asked to quote their best possible delivery plan in activity schedule to meet the tender's delivery requirement. In case, BHEL's delivery requirements are not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).
- 5. BG-**
Supplier has to specifically indicate / tick mark their preference for PBG out of the three options mentioned in clause no. 6 of General Terms and Conditions (BHEL/TBG/GTC/2016) i.e. Performance Bank Guarantee.
- 6. In case if VAT is applicable, supplier has to provide VAT Invoice irrespective of availability of VAT benefit to BHEL. VAT charged, if any shall be included in arriving at total cost to BHEL.**

PERMISSIBLE TECHNICAL DEVIATIONS: No permissible Technical Deviation has been envisaged.

7. OFFER EVALUATION-

Evaluation will be on whole package.

For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part-I in case of two part bid) shall be considered.

- a-** Evaluation (for Indian vendors) – Evaluation on landed cost to BHEL.
- b-** Evaluation (for foreign vendors) – Evaluation shall be on CIF (discharge port) basis and PO shall be on FOB basis.
- c-** Evaluation (in case offers for Indian and foreign vendors) – Evaluation shall be on landed cost to BHEL.

- 8. Consignee address::** Items are required for Alipurduar, Biswanath Chariali, Agra -sites, consignee address shall be communicated later on.
- 9.** Bidder have to provide under taking at the time of opening of Part-I that Supplier have quoted as per the attached/enclosed price bid format only.

10. Procedure for registration at BHEL TBG:

Kindly follow following flowchart to upload all relevant documents for registration at BHEL TBG.



11. PRICE BREAKUP-

Price breakup should consist of the following breakup:-

- a. FOB port of Loading.
- b. Marine Freight from load port to discharge port i.e. any Indian discharge port preferably Mumbai.
- c. Marine Insurance from load port to discharge port i.e. Indian discharge port preferably Mumbai.

12. MARINE FREIGHT AND INSURANCE-

Marine freight and insurance to be quoted separately.

BHEL may arrange Marine Shipment or exercise option for shipment by vendor at quoted F&I rates. If any foreign vendor quotes on FOB basis only, then loading of marine F& I and custom clearance and inland F& I will be done by BHEL.

Freight & Insurance from discharge port to site- Vendor to quote for the same, however BHEL may also arrange the same for arriving at landed cost to BHEL at site. In such a case, loading will be done by BHEL in respect of F& I from discharge port to site. **(i.e. from Discharge port to sites)**

Freight and Insurance to be quoted separately.

- 13.** Following details regarding shipment shall also be mentioned to arrange logistics for the same-
- a) No. of package.
 - b) Size and Weight (Net & Gross) of each package.

- c) No. of containers required with type of container & size of container.
- d) Type of cargo (Break Bulk/LCL/FCL).
- e) Custom Tariff No.

14. PRE QUALIFYING CRITERIA

TECHNICAL QUALIFYING REQUIREMENT:

Refer Clause 3, Section –I of technical specification

COMMERCIAL QUALIFYING REQUIREMENT:

Valid Power grid approved MQP for control & relay panels is required at the time of techno-commercial Bid opening.

In case of additional vendors, the vendors shall get themselves approved from POWERGRID.

15.Integrity Pact

Supplier has to furnish the integrity Pact in the given format along with the techno-commercial offer.

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	Max 1 week (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	"BY BHEL/CUSTOMER"			
5.	Manufacturing Time	(A)			
6.	Inspection	"BY BHEL/CUSTOMER"			
7.	Issue of other documents like MICC ,Road Permits etc.	"BY BHEL/CUSTOMER"			
8.	Dispatch				
9.	Transit time upto Site.				

Note :

- 1) For item at Sl. No. 4) Vendor to reply to all queries within 3 days.
- 2) 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 "A" for completion of activity at Sl. No. 6.
- 3) 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.
- 4) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
- 5) 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:

Group Enquiry No. 196G021 dated 21.02.17

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

SCHEDULE OF COMMERCIAL DEVIATION

Group Enquiry No. 196G021 dated 21.02.17

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

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned elsewhere will not be considered.

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

Signature of the authorized representative of Bidder

Bidder's name: _____

Designation: _____

Company Seal: _____

Place: _____

Date: _____

SCHEDULE OF TECHNICAL DEVIATION

Group Enquiry No. 196G021 dated 21.02.17

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.

All deviations must be mentioned in this format only. Deviation(s) to spec/std. mentioned elsewhere will not be considered.

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

Signature of the authorized representative of
Bidder

Bidder's name: _____

Designation: _____

Company Seal: _____

Place: _____

Date: _____

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) _____

SCHEDULE OF PRICE (Part II)

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

Group Enquiry No. 196E021 dated 21.02.17

A	B	D	E	F	G	H	I	J	K	L	M
1	Name of item	Unit	Qty.	Unit Price Ex-works	Total Ex- Works	Unit F & I	Total F & I	(**)ED @ ____ % of Col6	CST @ ____ % against C- Form of Col (6+9)	Service Tax @ ____ %	TOTAL (FOR Destinatio n) PRICE (Rs.)
1	2	3	4	5	6	7	8	9	10	11	12
1	BHUJ S/s Part-I : : 765kV Circuit Breaker Relay Panel with Auto reclose	Nos.	5								
2	BHUJ S/s Part-I : : 765kV Circuit Breaker Relay Panel without Auto reclose	Nos.	3								
3	BHUJ S/s Part-I : : 765kV Circuit Breaker Relay Panel without Auto reclose (For Reactor Switching)	Nos.	2								
4	BHUJ S/s Part-I : : 765kV Line Protection Panel	Nos.	2								
5	BHUJ S/s Part-I : : Transformer Protection Panel (For both HV & MV side)	Nos.	2								
6	BHUJ S/s Part-I : : 765kV Reactor Protection Panel	Nos.	3								
7	BHUJ S/s Part-I : : 765kV Bus Bar Protection Panel(Duplicate Busbar protection)	Set	1								
8	BHUJ S/s Part-I : : 400 kV Circuit Breaker Relay Panel With Auto Reclose	Nos.	4								
9	BHUJ S/s Part-I : : 400 kV Circuit Breaker Relay Panel Without Auto Reclose	Nos.	3								
10	BHUJ S/s Part-I : : 400kV Reactor Protection Panel	Nos.	1								
11	BHUJ S/s Part-I : : 400kV Bus Bar Protection Panel(Duplicate Bus bar protection)	Set	1								
12	BHUJ S/s Part-I : : Common Equipments : Time Synchronization Equipment	Set	1								
13	BHUJ S/s Part-I : : Common Equipments : Relay Test Kit (As per Section -II of Technical Specification)	Set	1								
14	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Main Bays to be automated : 765kV Bays	Nos.	6								
15	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Main Bays to be automated : 400kV Bays	Nos.	8								
16	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Tie Bays to be automated : 765kV Bays	Nos.	3								
17	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Tie Bays to be automated : 400kV Bays	Nos.	4								
18	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : 765kV Line reactor Bays	Nos.	2								
19	BHUJ S/s Part-I : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : BCU for Control & Monitoring of Auxiliary System	Set	1								

	Name of item	Unit	Qty.	Unit Price Ex-works	Total Ex- Works	Unit F & I	Total F & I	(**)ED @____% of Col6	CST @ ____% against C- Form of Col (6+9)	Service Tax @ ____%	TOTAL (FOR Destinatio n) PRICE (Rs.)
20	Services for 765/400kV BHUJ S/s Part-I : : Supervision of Testing and Commissioning of protection relays and complete Substation automation system at site. Scope shall be as follows :a) Testing & commissioning of main protection relays and Numerical Busbar protection including Relay parameterization and configuration/reconfiguration. b) Testing & commissioning of SAS system including termination of network/optical cables (complete with all end connectors, tees etc as required). c) For network/optical cables which are in the bidder's scope, the laying of cables shall be in BHEL scope. However, Optical cable will be laid under bidder's supervision. Splicing and Termination shall be in bidder's scope. d) Site acceptance Tests(SAT), Availability Test as per clause 12.0 of Section II Annexure A. e) Arranging all necessary tools , tackles and equipment for protection and communication testing including automatic relay test kit shall be bidder's responsibility. f) Maintenance services as per clause 11.1 of Section II Annexure-A g) Integration of IEC61850 communication based monitoring equipment on 765kV Transformer, 765kV Reactor, 400kV Reactor units as per clause 2.1 of Section I.	Lot	17								
21	Services for 765/400kV BHUJ S/s Part-I : : Testing & Commissioning of remote HMI at RCC/RSCC.	Lot	1								
22	Services for 765/400kV BHUJ S/s Part-I : : Training Charges	Lot	1								
23	Services for 765/400kV BHUJ S/s Part-I : : a) Sketch showing routing of F.O Cable & GI Conduit Pipe giving BOQ (as per Annexure -1 of Section1) b) Relay Setting Calculation , Application checks c) Documentation as per clause 9.0 of Section –II Annexure-A d) Incorporation of complete primary equipment interface in the CRP Schemes submitted by bidder	Lot	1								
24	BHUJ S/s Part-I : : Mandatory Spares : Line protection panel equipment :Main-I Numerical Distance relay (Complete Unit)	Nos.	1								
25	BHUJ S/s Part-I : : Mandatory Spares : Line protection panel equipment :Main-II Numerical Distance relay (Complete Unit)	Nos.	1								
26	BHUJ S/s Part-I : : Mandatory Spares : Transformers Protection Panel : Transformer Differential Protection Relay	Nos.	1								
27	BHUJ S/s Part-I : : Mandatory Spares : Transformer Protection Panel : Restricted Earth Fault protection relay with non- linear resistor	Nos.	1								
28	BHUJ S/s Part-I : : Mandatory Spares : Reactor Protection Panel : Reactor Differential Protection Relay	Nos.	1								
29	BHUJ S/s Part-I : : Mandatory Spares : Reactor Protection Panel : Reactor Back-up Impedance Relay (If Standalone)	Nos.	1								
30	BHUJ S/s Part-I : : Mandatory Spares : Reactor Protection Panel : Reactor Restricted Earth Fault Protection Relay with Non-Linear resistor	Nos.	1								

	Name of item	Unit	Qty.	Unit Price Ex-works	Total Ex- Works	Unit F & I	Total F & I	(**)ED @____% of Col6	CST @ ____% against C- Form of Col (6+9)	Service Tax @ ____%	TOTAL (FOR Destinatio n) PRICE (Rs.)
31	BHUJ S/s Part-I : : Mandatory Spares : Power Supply Module for Busbar Protection (if applicable)	Nos.	1								
32	BHUJ S/s Part-I : : Mandatory Spares : Busbar Bay Unit module (If Applicable)	Nos.	1								
33	BHUJ S/s Part-I : : Mandatory Spares : Substation Automation System : Bay Control IED of each type	Nos.	1								
34	BHUJ S/s Part-I : : Mandatory Spares : Substation Automation System : Ethernet Switch of each type	Nos.	1								
35	BHUJ S/s Part-II : : 400kV Circuit Breaker Relay Panel with Auto reclose	Nos.	1								
36	BHUJ S/s Part-II : : 400kV Circuit Breaker Relay Panel without Auto reclose	Nos.	2								
37	BHUJ S/s Part-II : : Transformer Protection Panel (For HV, MV & LV side)	Nos.	2								
38	BHUJ S/s Part-II : : 220 kV Circuit Breaker Relay Panel With Auto Reclose	Nos.	1								
39	BHUJ S/s Part-II : : 220 kV Circuit Breaker Relay Panel Without Auto Reclose	Nos.	3								
40	BHUJ S/s Part-II : : 220kV Bus Bar Protection Panel	Set	1								
41	BHUJ S/s Part-II : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Main Bays to be automated : 400kV Bays	Nos.	6								
42	BHUJ S/s Part-II : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Main Bays to be automated : 400kV Bays	Nos.	2								
43	BHUJ S/s Part-II : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Tie Bays to be automated : 220kV Bays	Nos.	4								
44	BHUJ S/s Part-II : : Complete Substation Automation System for Banaskantha Substation as per Technical Specification : Tie Bays to be automated : 400kV Bays	Nos.	1								

	Name of item	Unit	Qty.	Unit Price Ex-works	Total Ex- Works	Unit F & I	Total F & I	(**)ED @____% of Col6	CST @ ____% against C- Form of Col (6+9)	Service Tax @ ____%	TOTAL (FOR Destinatio n) PRICE (Rs.)
45	Services for 765/400kV BHUJ S/s Part-II : : Supervision of Testing and Commissioning of protection relays and complete Substation automation system at site. Scope shall be as follows :a) Testing & commissioning of main protection relays and Numerical Busbar protection including Relay parameterization and configuration/reconfiguration. b) Testing & commissioning of SAS system including termination of network/optical cables (complete with all end connectors, tees etc as required). c) For network/optical cables which are in the bidder's scope, the laying of cables shall be in BHEL scope. However, Optical cable will be laid under bidder's supervision. Splicing and Termination shall be in bidder's scope. d) Site acceptance Tests(SAT), Availability Test as per clause 12.0 of Section II Annexure A. e) Arranging all necessary tools , tackles and equipment for protection and communication testing including automatic relay test kit shall be bidder's responsibility. f) Maintenance services as per clause 11.1 of Section II Annexure-A g) Integration of IEC61850 communication based monitoring equipment on 400kV Transformer units as per clause 2.1 of Section I.	Lot	6								
46	Services for 765/400kV BHUJ S/s Part-II : : a) Sketch showing routing of F.O Cable & GI Conduit Pipe giving BOQ (as per Annexure -1 of Section1) b) Relay Setting Calculation , Application checks c) Documentation as per clause 9.0 of Section –II Annexure-A d) Incorporation of complete primary equipment interface in the CRP Schemes submitted by bidder	Lot	1								
	Total										

Note:

1. Vendor to indicate applicable local tax/VAT without as any concessional forms for transaction within the state.local tax/VAT_____
2. Please note that unpriced copy of price bid (i.e. with all price blanked) shall be furnished alongwith techo-commercial bid.
3. Required required copies of format be made & details may be annexed.
4. The prices must be quoted in the prescribed unit only.
5. In case of CST rate against c form shall be quoted.(for detail please refer to terms & conditions).
6. (**) .(For detail please refer to terms & conditions).
7. (****) .(refer technical specification for complete description)
8. Bidder should have to adhere to quote only in this format. Refer clause Note Point No.9 of annexure to GTC, otherwise offer shall be liable to be rejected.

Group Enquiry No. 196E021 dated 21.02.17

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	Name of item	Tariff No.	Unit	Qty	Unit-CIF {Indian Sea port}}	Total -CIF {Indian Sea port}).	Unit -FOB (Load port).	Break up of CIF(Indian "Mumbai" Sea port)					Breakup of Inland Transportation				
								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)	
46	Services for 765/400kV BHUJ S/s Part-II : : a) Sketch showing routing of F.O Cable & GI Conduit Pipe giving BOQ (as per Annexure -1 of Section1) b) Relay Setting Calculation , Application checks c) Documentation as per clause 9.0 of Section –II Annexure-A d) Incorporation of complete primary equipment interface in the CRP Schemes submitted by bidder		Lot	1													
	Total																
NOTE- Discharge Port:- any Indian discharge port preferably Mumbai CIF (indian port) should be equal to "FOB(load port) + Sea Freight (upto indian Sea port) +Insurance(upto Indian Sea port)" Load port to be mentioned by bidder . No of package with Dimensions and type of cargo(/Break Bulk/LCL/FCL) and no. of container (with type of container) required - To be mentioned by bidder. Vendor has to mention tariff no against each item for custom duty purpose. ****refer technical specification for complete specification Bidder has to mentioned the currency of bid clearly in absense of this by default it will be treated as INR Bidder should have to adhere to quote only in this format. Refer clause Note Point No.9 of annexure to GTC, otherwise offer shall be liable to be rejected. Bidder has to mention quoted (in each cell) in unpriced price bid																	