

Bharat Heavy Electricals Limited

**Transmission Business Group
Material Management**

**BHEL's NIT
General Terms & Condition
for
SUPPLY OF 765 kV Circuit Breakers FOR
PGCIL Medinipur & Jeerat Project**

**NIT No. 35806 / Enquiry No. 147G025 dated
28.11.2017**

TBG/BHEL/CIRCUIT BREAKER

TRANSMISSION BUSINESS GROUP
BHARAT HEAVY ELECTRICALS LTD

TERMS AND CONDITIONS FOR TENDER ENQUIRY

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

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1.	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-TBMM-PURCHASE Material Management Division, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India 1.3 In case tender enquiry is floated through 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. Part-I bid should contain 1. Specification. 2. Deviations (if any) in deviation sheet of BHEL's Format. 3. Bidder to ensure to submit GTP, drawings, valid type test reports, technical check list as technical offer. 4. BHEL's NIT terms and condition and associated documents, un-priced copy of price bid with units for measurement. 5. Evidence for Qualification criteria including credential of bidder in a separate envelope/file in line with PQR as per Annexure-2. (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 unit rates should be quoted both in figures and words. In case any difference between figures and words, the quoted rate in words will prevail over figure. 1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and 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 super scribed with tender enquiry no., item / package

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	name, project name and due date of opening. Bidder's name and address shall also be mentioned on each envelope. Note: • Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening. • Authorized signatory of the bidder should authenticate tender documents. 1.7 For any Technical clarification, please contact Ms. Muneet Mehta, Sr. Manager-TBEM/Sh. D.K. Mandal, Sr. DGM-TBEM BHEL, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India Phone : +91 (0) 0120- 6748518/8134 Fax: +91 (0) 0120 – 6748580. e-mail : muneet@bhel.in; dipak.mandal@bhel.in; 1.8 For any commercial clarification please contact person issuing enquiry. Sh. Arvind Kumar, Sr. Engineer-TBMM / Sh. R.K. Gangal, Sr. DGM-TBMM BHEL, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India Phone : +91 (0) 0120- 6748485/ 6748477, Fax: +91 (0) 0120 – 6748581. e-mail : arvind.v@bhel.in / rkgangal@bhel.in 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 :-

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	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. 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 GST is 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 GST 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.
2.	PRICES:- 2.1 All prices to be FIRM till complete execution of the order. 2.2 Price Breakup :The breakup of prices shall be as mentioned in the schedule of price format with due consideration of instructions below as applicable: A1. SUPPLY (Indigenous bidder) (All charges in INR): - Ex-Works (including packing & forwarding charges). - Freight & Insurance: Freight and Insurance for door delivery up to destination / site / store is to be quoted separately. - GST rates: as applicable on all items are to be mentioned separately in percentage in both un-priced bid and priced bid. A2. SUPPLY (Foreign Bidder) - FOB (Port of loading) including sea worthy packing & forwarding charges. - Marine Freight. From load port to discharge port. Bidder to indicate load port in their offer and discharge port is MUMBAI PORT INDIA/CHENNAI PORT INDIA - Marine insurance is also in scope of bidder from load port to discharge port. - Custom duty: In scope of BHEL. However for purpose of evaluation, the duty shall be loaded in their offer to arrive total cost to BHEL and same shall be informed to all qualified bidders before price bid opening.

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	8. IGST on Imports: In scope of BHEL. The IGST on imports shall be added for purpose of arriving at Total Cost to BHEL. However GST input credit available to BHEL shall be reduced from the total cost to BHEL for purpose of evaluation. Foreign vendors to quote Freight & Insurance charges from port of loading to port of discharge (Mumbai/Chennai). However, in case of insurance by foreign vendor, the beneficiary shall be BHEL only. Foreign Vendor indicate Port of Discharge. <i>Loading shall be done on foreign vendors for transportation from Port of Discharge to site including insurance and all other associated Charges, Taxes & duties involved till delivery of goods at site. However, foreign vendor can also quote for inland transport (From Port of discharge to site)</i> B. Type Test charges: If asked in Technical Specification is to be quoted separately for each test. Note: - In case training/ Type Test is conducted outside India, all taxes and duties outside INDIA shall be in scope of bidder and deemed to be included in their quoted prices. C. Charges for Supervision of Erection, Testing & Commissioning (ETC) at site: If asked in the technical specification / NIT, it is to be quoted separately. D. 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. E. Charges for Erection, Testing & Commissioning at Site: If asked in the technical specification / NIT, it is to be quoted separately. F. Charges For unloading/other services: If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. Note: - For requirement of rendering services as per purchase order/contract, supplier has to arrange deputation at site on required date. Intimation by BHEL shall be given 15 days in advance. For any delay in deputation by supplier on required date, Clause 13 shall be applicable. 2.3 Taxes: This project is Domestic. Further, Taxes applicable are as under- i) GST rates for Sr. no. (A) to (F) is to be mentioned separately in percentage in both unpriced bid and price bid. Note- Prices in respect of Sr. No. (A) to Sr. No. (F) of Clause 2.2 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. if any, excluding GST. 2.4 Delivery requirement: As per clause-12 of GTC. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery plan 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). <u>Important instruction to bidder for "Supplies":</u> 1. The purchase order shall be placed on Ex- Works basis for Indian Vendor. For overseas Vendor, the order is proposed to be placed on CIF basis. However, BHEL reserves the right to convert the order on FOB also. The evaluation of bids shall be done on delivered cost to BHEL, in such case the F & I charges from discharge port to site shall be loaded on CIF value quoted by the overseas vendors. 2. Prices quoted by Indian bidder shall be in INR only. Foreign bidder to indicate currency in their un-priced and price bid. 3. Unloading at site shall be in scope of BHEL. 4. Bidder should indicate GST rate strictly in BHEL's un-priced format. Use of any other format is not acceptable to BHEL & offer shall be liable for rejection.

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	5. In case of Indigenous Bidder, Inland freight and insurance charges, all other associated Charges, taxes & duties involved till delivery of goods at BHEL site, shall also be in scope of bidder. 6. Offers not submitted in prescribed BHEL Format are liable for rejection. 7. Loading value, if applicable, shall be intimated to qualified bidders. 8. Bidder to fill tentative packing details in BHEL format only as per ANNEXURE-A. 9. Supplier has to ensure commencement of transit insurance from the date not later than LR / GR /BL date. 10. In case GST is applicable, supplier has to submit GST Compliant Tax Invoice(s) irrespective of any GST benefit / input credit available to BHEL. 11. Supplier has to submit PBG as per BHEL format. 12. 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 NIT, if any.
3	TERMS OF PAYMENT : 3.1 For 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 payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows: In case of Indian bidder: - LR / GR duly endorsed by BHEL Site Official. - Material Receipt Certificate issued by BHEL Site Official. - GST Compliant Tax Invoice - 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. In case of foreign bidder: - Invoice. - Bill of Lading. - Delivery Challan (If applicable) or Packing list (case wise). - Certificate of Origin. - Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable). - MICC (Material inspection clearance certificate) given by BHEL. - Guarantee Certificate. - Performance Bank Guarantee copy. - Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows: - 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. Note: -

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	(a) In case of conduction of commissioning test at site delayed beyond 24 months from the date of supply for the reasons not attributable to supplier, supplier may claim this payment (5% payment of supply) by furnishing following documents: (1) GST Compliant Tax Invoice. (2) Certificate issued jointly by BHEL site in-charge and BHEL TBCM Project manager confirming that delay in conducting commissioning test is not attributable to supplier (to be arranged by BHEL TBG). (3) Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of three months. In case commissioning test (at site) is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful completion of commissioning test (at site) and submission of final Engineering Document certified by BHEL Engineering Group. <u>B. Terms of payment for Type test charges: (If applicable)</u> 100% payment along with GST within 60 days from the date of receipt of complete GST Compliant Tax 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. <u>C. For Charges for Supervision of Erection, Testing & Commissioning at Site:</u> 100% of service value payment along with full GST after completion of commissioning test (at BHEL site) within 60 days from the date of receipt of GST compliant Tax invoice. Documents (original + 2 copies) will be required for payment. - GST Compliant Tax Invoice - Certificate of successful completion of supervision of erection/testing/commissioning in c site issued by BHEL site official /construction manager (in three sets i.e. One Original +2 copies). Note: Certificate of completion of commission test should mention nos. of Circuit breakers against total nos. of Circuit breakers and invoice shall be processed for completed nos. of Circuit breakers on pro-rata basis without any reference to BOQ for service portion as per contract. <u>D. For Charges of Training / other services (If applicable):</u> 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of services issued by BHEL site management in 3 sets (original + 2 copies). Notes for Payment Terms: 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 Transit Insurance under Open Insurance Policy, Intimation / 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. iii. Supplier has to ensure commencement of transit insurance not later than LR/GR date. iv. Supplier has to submit Tax Invoice(s). Supplier should ensure that tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit. v. 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. vi. Supplier has to submit PBG (as per BHEL format) & Guarantee Certificate as per PO terms.

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	vii. 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 3.1(b) above to be deemed fit by BHEL subject to a minimum of 10% of the total Ex-works / FOB 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. viii. Payment of GST component shall be made only if vendor has deposited the tax and credit for the same is reflected in GST Network. In case credit of same is not reflected in GST, vendor may alternatively furnish BG of GST amount for a period valid for not less than one month .In case of disallowance of credit/non reflection of credit in GSTN, amount will be recovered from supplier along with applicable interest, penalty etc from him. ix. If GST payable by BHEL on reverse charge Mechanism basis, vendor should ensure submission of GST compliant tax Invoice immediately on despatch/performing the service .In case of non-compliance , any additional charges towards interest/penalty etc. will be to vendors's account x. TDS under GST Act, Income Tax Act etc, if applicable shall be deducted unless exemption certificate, if applicable from the appropriate authority is furnished to BHEL along with Invoice.
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 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 addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.

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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 for 10% of the total Ex-works PO value(10% of CIF Value in case of Foreign Bidders, 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. In case of extension of BG Period is required, bidder to ensure extension of PBG accordingly. 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) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, as referred in clause No 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM. viii) In case BG is expiring before end of guarantee Period, vendor should ensure submission of guarantee till end of guarantee period.
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 ENGINEERING 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. After

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	submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be+D131, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.
10.	INSPECTION : BHEL/ customer/ third party shall inspect equipment/ material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting 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 INTIMATION: Despatch documents to be immediately sent to BHEL on despatch are as follows :- • Copy of Invoice • Copy of LR /GR in case of Indian supplier or BL/AWB in case of Foreign supplier Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate Above documents must be sent to following executives immediately after dispatch; 1. Mr. Arvind Kumar (Sr. Engineer/TBMM); email: arvind.v@bhel.in 2. Mr. Sanjeet Jha (Dy. Manager/TBCM); email: sanjeet.jha@bhel.in
12.	DELIVERY PERIOD: Vendor to ensure Supply of 50% of Circuit breakers as per BOQ of Un-priced bid and Technical Specification within first 08 months and remaining CBs and spares with other accessories in 10 months from the date of manufacturing clearance from BHEL. (i) Drawings/documents/Type test reports/MQP etc. shall be submitted by vendor within 15 days from the date of PO and every revised submission incorporating comments within 7 days from the date of comments. In case there are delays in submission /resubmission of drawing /documents from the above schedule, that much days would be reduced from deliver period. (ii) Time required for type test, if applicable, is incl usive in delivery period after manufacturing clearance as mentioned above. (iii) BHEL has considered 15 days' time (is inclusive in delivery period after manufacturing clearance as mentioned above) for arranging inspection and issue of dispatch clearance (MDCC/MICC) from BHEL end. (iv) Vendor to ensure deputation of service engineer for supervision of ETC within 7 days from the date of intimation by BHEL. Note: 1. 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 and 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 and duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 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 Purchase Order value (Incl. taxes, duties, Freight & Insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST(if any) on LD

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	Note : i) In case of any amendment / revision in PO / WO, 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) for imported supplies 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 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 : The offer shall be valid for 150 days from the due date of techno commercial bid opening of tender. 150 days shall be considered from extended date, if any.
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 and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT unless contrary to same is specifically mentioned in the tender enquiry / NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status. 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. NOTE: Evaluation will be done after combining all requirements for Medinipur & Jeerat.
18.	LOADING CRITERIA : List of permissible deviations & loading criteria thereof are as follows :- a) Payment Terms

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	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 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 Km. 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.	SUBCONTRACTING : 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 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

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	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 to contractor under this contract shall be liable to be adjusted against any amount payable to the contractor under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
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 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

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	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 POWERGRID approved and valid MQP/ FAT at the time of technical bid opening.
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 : Foreign suppliers to furnish details (with the offer itself), as follows :- i) No. of Packages ii) Size with Weight (Gross & Net) of each Package iii) No. of Containers with type & size iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.

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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 AUCTIONING: 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 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 - 1. 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 &

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	"Tender Notifications" Page. Note- If RA will be done by BHEL, then same shall be conducted around 11 noon IST.
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. (a) IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitor (IEMs) have been appointed to oversee implementation of IP in BHEL The IP as enclosed with the tender is to be submitted (duly signed by authorised signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Details of IEM for this tender is furnished below Name: Shri D.R.S. Chaudhary, IAS (Retd.) Address: E-1/164 Arera Colony Bhopal -462016 Email: dilip.chaudhary@icloud.com (b) Please refer section -8 of the IP for Role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. No routine correspondence shall be address to the IEM (Phone/post/email) regarding the clarification, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.
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 : 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 : GST rates prevailing at the time of dispatch of goods/ completion of services shall be payable by BHEL. All other taxes, duties, charges, royalty, cess, other levies shall be deemed to be included in the Ex Works Prices /Charges quoted by bidders and no variations shall be payable in respect thereof. 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 applicable taxes /GST. 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, 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 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.
48. DEMURRAGE/WHARFAGE:	For the reasons of delay in receipt of dispatch documents from vendors or due to the same being found to be incomplete, and/or faulty, the vendors shall be responsible to reimburse all demurrages / wharfage, if any, paid by BHEL (for stated reasons).
49. Health, Safety and Environment(HSE) of BHEL:	BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.
50. Indemnity (Against Patents / Trademarks etc.):	The vendor shall at all times indemnify the purchaser against all claims which may be made in respect of supply from any "rights protected" source protected by way of patent registration of design or trade mark. In the event of any claim in respect of an alleged breach of patents registered design or trademark being made against the purchaser, purchaser shall notify the seller of the same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement or deal with any litigation that may arise there from.
51. Involvement of representative:	- <i>Bidder must be manufacturer.</i> Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer. However in case of foreign bidders, engagement of their foreign counterpart/ Indian representative may be permitted for execution of Services Portion (for services in INDIA only) subject to prior approval by BHEL/end Customer. - In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can submit bid but both cannot submit bid simultaneously for the same item/product in the same tender. - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Note: Bidder to refer Annexure-3 for Indian agent for services in INDIA on behalf of Principal/OEM.
52. Vendor approval from customer:	Price bid of only those bidders shall be opened, which would be approved by end customer / BHEL for supply and services portion.
53. Additional /Extra item required at site due to damage reported at site/ theft for completion of project:	In case of additional requirement of any item specified in BOQ, whether due to damages / theft or any other reason, during contract (i.e. till expiry of contract i.e end of guarantee period), contractor shall ensure supply of same at unit Price mentioned in purchase order main BOQ (supply and service portion) or BOQ for addition /deletion.

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

(Signature and Seal of Bidder)

Enclosed the following format:

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

PRE QUALIFICATION CTITERIA (Annexure 2)**TECHNICAL REQUIREMENT:**

1. The manufacturer(s) whose 765kV* equipment(s) are offered, must have, manufactured, type tested (as per IEC/IS or equivalent standard) and supplied 715KV* or higher voltage class equipment(s), which are in satisfactory operation# for at least two (2) years.

Supporting Document to be attached:

- i) Bidder to Provide Compliance/Confirmation of fulfilling SL No.1 Technical Requirement.
- ii) Performance certificate /Letter /MOM etc. issued by end customer for Satisfactory operation
- iii) PO Copy / PO list in following format

Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTED.	STATUS, IF ORDER UNDER	REMARK
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iv) Type test certificates

v) Dispatch instructions/ Material receipt at site/ lorry receipt details etc

2. Alternatively, the manufacturer, who have established manufacturing and testing facilities in India for the offered equipment and not meeting the requirement stipulated in (i) above, can also be considered provided that

- i) 715kV* or higher Voltage class equipment(s) must have been manufactured in the above Indian works & type tested (as per IEC/IS standard) and supplied.
- ii) Contractor shall furnish performance guarantee for an amount of 10% of the ex-works cost of the equipments(s)* and this performance guarantee shall be in addition to the contract performance guarantee.

Supporting Document to be attached:

- i) Bidder to Provide Compliance/Confirmation of fulfilling SL No.2 Technical Requirement.
- ii) Performance certificate /Letter /MOM etc. issued by end customer for Satisfactory operation
- iii) PO Copy / PO list in following format

Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTED.	STATUS, IF ORDER UNDER	REMARK
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iv) Type test certificates

v) Dispatch instructions/ Material receipt at site/ lorry receipt details etc.

vi) Bidder to provide confirmation that they will furnish additional performance guarantee of 10%of ex works cost of equipment

PRE QUALIFICATION CTITERIA (Annexure 2)

FINANCIAL REQUIREMENT:

Bidder should have a minimum average audited annual turnover / Sales Value of INR 30 Cr. for last three financial years (2014-15, 2015-16 & 2016-17) and should submit audited balance sheet and Profit & Loss Account Sheet of these years and should declare with supporting documents including audited balance sheet and P & L account. In case of foreign bidder:

In case audited balance sheets and Profit and loss Accounts for above referred three financial years is not available, Balance Sheets and Profit and Loss Account Accounts for three years ending in Calendar years 2014, 2015, 2016 or Calendar Years 2015, 2016, 2017 may be considered acceptable. In case audited Balance Sheets, & Profit & Loss Accounts, are in language other than English, Certified translated copy in English Language should also be furnished

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

- (a). Bidder must submit all supporting documents along with their offer.
- (b). All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished.

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

(Signature and Seal of Bidder)

REVERSE AUCTION GUIDELINES (Annexure-1)

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

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

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

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

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

ANNEXURE-A

DETAILS OF PACKAGES

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

Note:

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

Annexure-3

Indian agent/ representaive.

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

Annexure-E

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

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

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



MANAGEMENT INSTRUCTION

OMI 211

SITE SAFETY

REV 00

Page 1 of 5

1.0 INTRODUCTION

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

2.0 SCOPE

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

3.0 PROCEDURE

3.1 PREVENTIVE MEASURES

Safety measures should be taken at site in following areas.

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

3.1.1 GENERAL

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

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

श्री. के. पाराशर / R. K. PARASHAR
सहायक प्रबंधक (टी.बी.क्यू.ए.) / Sr. DGM (TBQM)
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TRANSMISSION
BUSINESS
GROUP

MANAGEMENT INSTRUCTION

OMI 211

SITE SAFETY

REV 00

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

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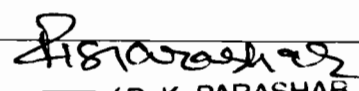
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- Site –In-Charge shall be aware of statutory aspects of accident reporting, investigation etc.
- Electric shock treatment chart shall be displayed in switchyard control room.
- Location and phone numbers of nearest medical aid centers both of general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

3.1.2 STORAGE

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

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


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SITE SAFETY

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3.1.3 INSTALLATION

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

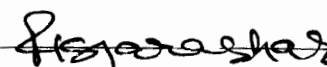
3.1.4 COMMISSIONING

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

3.1.5 FIRST AID AFTER ACCIDENT

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

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


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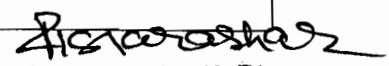
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3.1.6 FURTHER MEDICAL TREATMENT

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


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Lodhi Road, New Delhi

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) _____

ANNEXURE-B

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at _____ (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No _____ dated _____ ³ valued at Rs _____ ⁴ (Rupees _____)/FC _____ (in words _____) for _____ ⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to _____ % (_____ . Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

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

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the é é é é é é é é é é é ..⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed é é é é é é é é é ..⁸
- b) This Guarantee shall be valid up to é é é é é é ..⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated é é é é é .

Place of Issue é é é é é .

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

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

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

SCHEDULE OF COMMERCIAL DEVIATION (ANNEXURE-D 1)

Enquiry No.147G025 dated 28.11.2017

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

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

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

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

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

2 Deviation mentioned in this schedule shall only be considered.

Place: é é é é é é é

Date : é é é é é é é .

Bidder's name :é é é é é é é é é é é é é

Designation:é é é é é é é é é é é é é ..

SCHEDULE OF TECHNICAL DEVIATION (ANNEXURE-D 2)

Enquiry No.147G025 dated 28.11.2017

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

2 Devition mentioned in this schedule shall only be considered.

Place: é é é é é é

Date : é é é é é é .

Bidder's name :é é é é é é é é é é é é é

Designation:é é é é é é é é é é é é é ..

[illegible]

	S.No.	Description of Item	HSN / SAC Code	Unit	Quantity	Unit Price Ex-works	Total Ex-Works	% of GST on Ex-W (vendor to mention % of GST applicable in respect of each line item)	GST on total Ex Works	Unit Freight &Insurance	Total Freight &Insurance	% of GST on F&I (vendor to mention % of GST applicable in respect of each line item)	GST on Total Freight & Insurance	TOTAL (FOR Destination) PRICE (Rs.)
	1	2	3	4	5	6	7	8	9	10	11	12	13	14 (14=7+9+11+13)
	13	Mandatory Spares for Jeerat s/s : Grading Capacitor for 765 kV Circuit Breaker (If Applicable)	85359090	No.	1									
	14	Mandatory Spares for Jeerat s/s : Rubber gaskets, 'O' rings and seals (For complete replacement for one phase)	85359090	Set	1									
	15	Mandatory Spares for Jeerat s/s : Trip coils with resistor	85359090	No.	3									
	16	Mandatory Spares for Jeerat s/s : Closing coils with resistor	85359090	Nos.	3									
	17	Mandatory Spares for Jeerat s/s : Terminal pads	85359090	Nos.	2									
	18	Mandatory Spares for Jeerat s/s : Molecular filter (For complete replacement for one phase)	85359090	Nos.	2									
	19	Mandatory Spares for Jeerat s/s : Corona rings (for one phase)	85359090	No.	1									
	20	Mandatory Spares for Jeerat s/s : Relays, Power contactors, switch fuse units, limit switches, push buttons, timers & MCB etc .(one no. of each type)	85359090	Set	1									
	21	Mandatory Spares for Jeerat s/s : Pressure switches of each type and Density Monitor (one no. of each type)	85359090	Set	1									
	22	Mandatory Spares for Jeerat s/s :Auxiliary Switch assembly (For one Phase of CB)	85359090	Set	1									
	23	Jeerat (New) s/s: Supervision of erection, testing and commissioning of 765kV Circuit breaker. (1 lot = 1 CB)	998736	Lot	11									
	24	Jeerat (New) s/s: Supervision of erection, testing and commissioning of 1-phase 765kV Circuit breaker. (1 lot = 1 CB)	998736	Lot	1									
	25	Jeerat (New) s/s: Supervision of erection, testing and commissioning of Control switching device (1 lot=1 CSD)	998736	Lot	9									
	26	Jeerat (New) s/s: Training charges for 765kV Circuit breaker at Site for 1 day	998399	Lot	1									
	A	Total cost to BHEL (in figures)												
	B	Total cost to BHEL (in words)												
	C	Input credit available to BHEL on account of GST (on Ex-W, F&I)												
	D=A-C	Total cost (after input credit of GST) = Total cost to BHEL less GST on Ex-works less GST on F&I												

NOTE:

1. Bidder has to mention "prices" (in each applicable cell) in priced bid. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell.
2. Bidder strictly to quote as per BHEL format only. Other format of price bid will be liable for rejection.
3. Bidder to quote strictly as per BoQ. Rates/prices shall not be combined. In case, the charges/prices are combined, BHEL reserves the right to reject the offer. Decision of BHEL shall be final
4. Bidder has to mention present rate of applicable taxes and duties in column no.8 & 12.
5. It is certified that, We (M/s _____) have quoted as per the specified price format of the tender, otherwise our offer shall be liable for rejection.

NAME AND SEAL OF TENDERER

Enquiry No. 147G025 dtd. 28.11.2017

A	B	C		D	E	F	G	H	I	J	K	L	M	N	O	P
	Name of item	Tariff No.	Unit	Qty	Unit-CIF {Indian Sea port}}	Total -CIF {Indian Sea port}}.	Break up of CIF(Indian sea port)						Breakup of Inland Transportation			
							Unit -FOB (Load port).	Total - FOB (Load port).	Unit-Sea Freight (upto indian Discharge port)	Total-Sea Freight (upto indian Discharge port)	Unit- Insurance(upto indian Discharge port)	Total- Insurance(upto indian Discharge port)	Unit- Freight (from Indian Discharge port to site)	Unit- Insurance (from Indian Discharge port to site)	Total- Freight (from Indian Discharge port to site)	Total- Insurance (from Indian Discharge port to site)
	MEDINIPUR S/s															
1	Medinipur s/s: 765kV, 3150A, 50kA for 1s, 3 Phase Circuit Breaker with PIR along with support structure, inter pole cables, operating mechanism, control boxes and all accessories complete in all respect excluding foundation bolts															
2	Medinipur s/s: 765kV, 3150A, 50kA for 1s, 3 Phase Circuit Breaker without PIR along with support structure, inter pole cables, operating mechanism, control boxes and all accessories complete in all respect excluding foundation bolts															
3	Medinipur s/s: 765kV, 3150A, 50kA for 1s, 1 Phase Circuit Breaker without PIR along with support structure, inter pole cables, operating mechanism, control boxes and all accessories complete in all respect excluding foundation bolts															
4	Medinipur s/s: Control Switching device for 3 phase 765kV Circuit Breaker															
5	Medinipur s/s: Signal Cables between Circuit breaker and controlled switching device , other than armoured power and control cables as per note 4															
6	Medinipur s/s: Laptop with necessary software for CSD (if applicable)*															
7	Medinipur s/s: Transducers/Fixtures required for travel measurement of complete 3-phase CB.															
8	Medinipur s/s: Gas filling adopter (Including coupling, regulator, connecting hose pipe upto ground level)															
9	Medinipur s/s: Special tools and tackles if required (refer clause 1.8 of section 1)															
10	Medinipur s/s: Foundation bolts for all Circuit breakers															
11	Medinipur s/s: Supervision of erection, testing and commissioning of 3-phase 765kV Circuit breaker. (1 lot = 1 CB)															
12	Medinipur s/s: Supervision of erection, testing and commissioning of 1-phase 765kV Circuit breaker. (1 lot = 1 CB)															
13	Medinipur s/s: Supervision of erection, testing and commissioning of Control switching device (1 lot=1 CSD)															
14	Medinipur s/s: Training charges for 765kV Circuit breaker at Site for 1 day															
	JEERAT S/s															
1	Jeerat (New) s/s: 765kV, 3150A, 50kA for 1s, 3 Phase Circuit Breaker with PIR along with support structure, inter pole cables, operating mechanism, control boxes and all accessories complete in all respect excluding foundation bolts															
2	Jeerat (New) s/s: 765kV, 3150A, 50kA for 1s, 3 Phase Circuit Breaker without PIR along with support structure, inter pole cables, operating mechanism, control boxes and all accessories complete in all respect excluding foundation bolts															
3	Jeerat (New) s/s: 765kV, 3150A, 50kA for 1s, 1 Phase Circuit Breaker without PIR along with support structure, inter pole cables, operating mechanism, control boxes and all accessories complete in all respect excluding foundation bolts															
4	Jeerat (New) s/s: Control Switching device for 3 phase 765kV Circuit Breaker															
5	Jeerat s/s: Foundation bolts for all Circuit breakers															
6	Jeerat (New) s/s: Signal Cables between Circuit breaker and controlled switching device , other than armoured power and control cables as per note 4															
7	Jeerat (New) s/s: Laptop with necessary software for CSD (if applicable)*															
8	Jeerat (New) s/s: Transducers/Fixtures required for travel measurement of complete 3-phase CB.															
9	Jeerat (New) s/s: Gas filling adopter (Including coupling, regulator, connecting hose pipe upto ground level)															
10	Jeerat (New) s/s: Special tools and tackles if required (refer clause 1.8)															
11	Mandatory Spares for Jeerat s/s : One Complete Pole of 765kV, (3150A, 50kA for 1s) Circuit Breaker without PIR including grading capacitor , Pole column Interrupter , with driving mechanism and marshalling box but without support structure															
12	Mandatory Spares for Jeerat s/s : One Complete Pole of 765kV , (3150A, 50kA for 1s) Circuit Breaker with PIR including grading capacitor , Pole column Interrupter , with driving mechanism and marshalling box but without support structure															
13	Mandatory Spares for Jeerat s/s : Grading Capacitor for 765 kV Circuit Breaker (If Applicable)															
14	Mandatory Spares for Jeerat s/s : Rubber gaskets, 'O' rings and seals (For complete replacement for one phase)															
15	Mandatory Spares for Jeerat s/s : Trip coils with resistor															
16	Mandatory Spares for Jeerat s/s :Closing coils with resistor															
17	Mandatory Spares for Jeerat s/s : Terminal pads															
18	Mandatory Spares for Jeerat s/s : Molecular filter (For complete replacement for one phase)															

	Name of item	Tariff No.	Unit	Qty	Unit-CIF {Indian Sea port}}	Total -CIF {Indian Sea port}}.	Break up of CIF(Indian sea port)						Breakup of Inland Transportation			
							Unit -FOB (Load port).	Total - FOB (Load port).	Unit-Sea Freight (upto indian Discharge port)	Total-Sea Freight (upto indian Discharge port)	Unit-Insurance(upto indian Discharge port)	Total-Insurance(upto indian Discharge port)	Unit-Freight (from Indian Discharge port to site)	Unit-Insurance (from Indian Discharge port to site)	Total-Freight (from Indian Discharge port to site)	Total-Insurance (from Indian Discharge port to site)
19	Mandatory Spares for Jeerat s/s : Corona rings (for one phase)															
20	Mandatory Spares for Jeerat s/s : Relays, Power contactors, switch fuse units, limit switches, push buttons, timers & MCB etc. (one no. of each type)															
21	Mandatory Spares for Jeerat s/s : Pressure switches of each type and Density Monitor (one no. of each type)															
22	Mandatory Spares for Jeerat s/s :Auxiliary Switch assembly (For one Phase of CB)															
23	Jeerat (New) s/s: Supervision of erection, testing and commissioning of 765kV Circuit breaker. (1 lot = 1 CB)															
24	Jeerat (New) s/s: Supervision of erection, testing and commissioning of 1-phase 765kV Circuit breaker. (1 lot = 1 CB)															
25	Jeerat (New) s/s: Supervision of erection, testing and commissioning of Control switching device (1 lot=1 CSD)															
26	Jeerat (New) s/s: Training charges for 765kV Circuit breaker at Site for 1 day															
	Total															

NOTE-

Discharge Port:- Indian discharge port Mumbai/Chennai port

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.

Bidder has to mention HSN Code in unpriced / price bid

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

CHECKLIST

SCHEDULE OF INFORMATION TO BE FURNISHED WITH THE OFFER

Put a tick mark on 'YES' if the information is enclosed with the offer or put a tick mark on 'NO' if the information is not enclosed or write 'NOT APPLICABLE' if the information is not applicable.

Sl. No.		
1	Technical offer with detailed schedule of equipment / material and spares enclosed.	YES / NO
2	Guaranteed Technical Particulars as per Section '4 enclosed.	YES / NO
3	Schedule of deviation, if any, clause wise with respect to Technical Specification enclosed.	YES / NO
4	Standard Manufacturing Quality Plan enclosed.	YES / NO
5	GA Drawings with dimensions and weights & foundation / fixing details enclosed.	YES / NO
6	Drawing and Data submission schedule enclosed.	YES / NO
7	Type Test Reports enclosed.	YES / NO
8	Bar Chart showing the schedule indicating time required for design, manufacture, test and inspection, transport, erection, site testing and commissioning enclosed.	YES / NO
9	Makes of all components as per technical Specification enclosed.	YES / NO

The above checklist is verified for:-

Offer Ref.:

Equipment:

Submitted by: M/s

Project Reference:

Name:

Date