Project Engineering Management

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

बीएचई एल
BHEL

Ref. Enquiry No.: PE/PG/RTC/E-5951/2018 **Dated: 19.05.2018**

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
01.06.2018
BY 14:00PM

SUBJECT: TENDER ENQUIRY FOR RATE CONTRACT OF LIGHTING POLES AS PER TECHNICAL SPECIFICATION NO. PE-RC-999-558-E004

OUR REF: TENDER ENQUIRY NO: PE/PG/RTC/E-5951/2018, DTD-19.05.2018

Dear Sir/ Ma'am,

We are pleased to invite your offer for subject package in two parts strictly as per Clause-2.0 of the enclosed **"Instructions to Bidders"**. Please upload your best quotation/ offer on https://bhel.abcprocure.com for the requirement strictly as per schedule of price format before above mentioned due date & time. The details of the tender enquiry is as mentioned below:

Sl. No	Description for which Rate Contract is desired	Tentative Quantity	Delivery required
1	**LIGHTING POLES** - Refer Technical specification no PE-RC-999-558-E004 for detailed description.	As per BOQ cum price schedule in Annexure-I) cumulative for the Prospective Projects as per Annexure-IV	"Four (04) months from drgs. /docs. approval in CAT-I issued by BHEL. Successful bidder to make 1st submission of drawing/docs within two weeks from the date of P.O as mentioned in Attachment I (Sheet 5 of 6) Section I Volume II of Technical Specification PE-RC-999-558-E004, rev-00. Vendor to re-submit Drawing/documents within 7 days, after incorporating BHEL comments. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period.

Your best quotation/offer for the above requirement, in line with our terms and conditions, should be submitted online via e-procurement system. It shall be the responsibility of the bidder to ensure that the Tender is submitted on or before the due date by 2 p.m. Part-I bids shall be opened at 3 p.m. on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Note:-

1. ***Please note that Part Supplies offered for tender BOQ shall disqualify the bidder's offer.***
2. ***Documents and Credential as per Technical PQR, Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.***

Please refer GCC Rev-06 which is available on www.bhelpem.com. You are requested to kindly download the same & please find enclosed here with Corrigenda to GCC Rev 06..

1. **Rate contract, will be done for 2 years from placement of Rate Contract PO with a provision for further extension after review on mutual consent.**

19/5

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049

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Rate contract will be done with 2 vendors in ratio of 70:30 value wise at L1 FOR site price for this package (% of splitting of RC between 2 vendors may be changed during ordering process if L1 bidder is not customer approved). However, order for a project/unit shall not be split.

2. **Rate Contract will be finalized on total lump sum basis instead of item wise evaluation**

3. L1 Rates shall be counter offered to all bidders who participated in Price Bid Opening/RA for 30% value and in case acceptance of counter offer received from more than one vendor then **acceptance shall be considered as per FINAL Price Bid Opening / Reverse Auction Ranking (as applicable)**. If none accepts L1 rates, RC shall be done with L1 vendor for 100% value.

4. Bidders will be informed the following: -
   i. Freight will be 6.85% of ex. works value for this RC for delivery anywhere in India and so bidders to quote grand total ex works price for Total NIT BOQ, considering single freight percentage of 6.85% payable extra on bidders quoted ex works price.
   ii. Evaluation shall be done on the basis of grand Total Ex. works price for Total BOQ of Lighting Poles as listed in the price format (Annexure-I) with necessary loading as applicable.
   iii. Bidders to mention applicable GST rate on (total Ex. works + freight) in the specified cells of price schedule. However, may please note that GST and freight shall not be considered in evaluation.
   iv. Incomplete offer or offer for part of NIT BOM/BOQ shall be summarily rejected.
   v. Though evaluation will be done on Total Ex. Works Cost to BHEL (Grand total FOR site excluding freight and GST), but there is % allocation weightage against BOQ quantity of each item which shall be used for arriving at price break up. Bidders need to give only Ex Works price for given BOQ at Sl. no-'17' Column 10 of BOQ of Annexure-I. Price mentioned anywhere else in BOQ shall not be taken in cognizance.
   vi. Rest of the prices shall be derived by BHEL in line with allocation fixed for each item.
   vii. For better clarity to the bidders where value is to be filled is noted as "to be quoted" and for other columns it will be noted as "derived" which denotes shall be derived by BHEL as per allocation fixed against each item.
   viii. HSN Code applicable is 7308. Same shall be incorporated in BOQ
   ix. **Quantity variation shall be +30%. Project list is indicative only, BHEL may ask for delivery anywhere in India for any of the project added in the prospective project/ existing projects during RC period.**
   x. **CIF allocation is not applicable for this tender. Bidder to quote accordingly.**

TERMS AND CONDITIONS

1. Procurement of the subject package shall be done through e-procurement
2. Enquiry No., due date etc. must be legibly super scribed on the offers as per clause no. 2.0 of "Instructions to Bidders".
3. Offers should be uploaded in two parts online at https://bheleps.buyjunction.in as follows:
   a) Part-I Bid :- Documents and Credential as per Technical PQR and Techno-Commercial offer (along with un-priced copy of un-priced bid and un-priced schedule of Technical-Commercial Deviation, Annexure I & II)
   b) Part II Bid :- Price Bid and Priced schedule of Technical-Commercial Deviation
4. Terms and conditions:-

MR SUMEET SAHAY
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POWER PROJECT ENGINEERING INSTITUTE,
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(OFF) 0120-4213532, 09999498202

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a) Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.

b) **Techno-commercial offer of only those bidders shall be evaluated who will meet the Technical pre-qualifying requirement of the tender.**

5. **Bidders shall submit their offers meeting the requirements of the following tender documents and other Terms and Conditions included in this Enquiry Letter:**
   - **ANNEXURE-I of GCC Rev. 06**: Letter to be furnished by the Bidders.
   - **DEFINITION OF TERMS.**
   - **Volume-I**: Comprising i) **Part-A**: Instructions to Bidders, ii) **Part-B**: General Commercial Terms & Conditions and iii) Special Conditions of Contract, if applicable.
   - **Volume-II**: Comprising i) **Part-A**: General Technical Conditions and, ii) **Part-B**: Technical Specification.
   - **Volume-III**: Schedules and Data Sheets.

   All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.
6. Vendors shall quote in accordance with the requirements mentioned in the tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving Clause references along with the Cost of withdrawal of Deviations as per **Annexure-II to GCC Rev 06 of "DEVIATION SHEET (COST OF WITHDRAWL)"** along with reasons for taking such deviations

   Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC Rev 06
7. ***Please note the following:***

   a. Price format is enclosed for compliance.

   b. SCC enclosed for compliance.

   GCC enclosed for compliance. GCC Rev-06 is available on www.bhelpem.com. You are requested to kindly download the same. GST related corrigenda to GCC Rev.06 is enclosed. Bidders are requested for furnishing compliance of these documents.
8. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents.
9. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
10. Validity of offer shall be as per **Clause No. 7.0, "Instructions to Bidders" of GCC Rev 06.**
11. Unsolicited fresh/revised Price Bids shall not be entertained.
12. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
13. Late tenders will be rejected.
14. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Mr. I P SINGH, SR MGR, CMM **M/s Bharat Heavy Electricals Ltd.,** **Project Engineering Management,** Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 **Kind Attn: I P SINGH/ CMM**	**Mr. SUMEET SAHAY, DY MGR, CMM** **M/s Bharat Heavy Electricals Ltd.,** **Project Engineering Management,** Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 **Kind Attn: SUMEET SAHAY/ CMM**

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

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E-MAIL: indra.pal.singh@bhel.in	**E-MAIL: sumeetsahay@bhel.in**
Ph. No. 0120-4218749 ,09818989654	**Ph. No. 0120-4213532 ,09999498202**

15. Definition of Terms is also enclosed. These definitions will apply to all the tender documents including this Enquiry Letter.

16. **Delivery:**
"Four (04) months from drgs. /docs. approval in CAT-I issued by BHEL. Successful bidder to make 1st submission of drawing/docs within two weeks from the date of P.O as mentioned in Attachment I (Sheet 5 of 6) Section I Volume II of Technical Specification PE-RC-999-558-E004, rev-00. Vendor to re-submit Drawing/documents within 7 days, after incorporating BHEL comments. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period.

17. **PRE-QUALIFICATION REQUIREMENT: -**
Bidders is requested to fill up the details in "TECHNICAL PRE-QUALIFYING REQUIREMENT" as per the conditions mentioned in the PQR and also to submit the credentials.
Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements (if applicable).

18. Bidders to note that their bid shall be conditional subject to qualify PQR by registered vendors & non-registered vendors have to qualify PQR & get registered with PEM for the package.
For registration in PEM "Bidders needs to apply & get registered for subject package with PEM before P-2 (price bid opening) & **hence you need to apply online for registration on PEM web portal & have to enclose acknowledgement with this effect with the bid documents else your bid will not be considered for evaluation"**

19. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS AS PER GCC (06), SCC AND NIT". In case of deviations, bidder to clearly mention the same with their techno-commercial offer as per Point No-5 of NIT.

20. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.

21. **The offers of the bidders who are on the banned list as also the offer 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.**

22. **"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."**
BHEL Fraud prevention policy is also uploaded in vendor's section on www.bhelpem.com.

23. **Bidders are requested to visit constantly our website to update them self for any technical or commercial change in the NIT.**

24. **All** corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.bhelpem.com., www.bhel.com & https://bhel.abcprocure.com under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. **Bidders**

may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender.

25. Bidders to submit their offers strictly in line with the enclosed price format.
26. Inspection shall be done by BHEL/ END CUSTOMER/Third party Agency (finalized by BHEL).
27. Any other taxes & duties applicable on the date of bid but not quoted by the bidders shall be to bidder account.
28. Delivery terms for dispatches shall be FOR Dispatch Station.
29. This enquiry is subject to Conditions/ limits if any imposed in PMD / Vendor registration.
30. Foreign & indigenous bidders participating through open/limited tender will necessarily have to but class III DSCs issued by the certifying authorities in India. Basic procedure/ checklist is uploaded on www.bhel.com.
31. Non- registered bidder to submit the credentials required for Registration in BHEL PEM: -
    "Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted."
32. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/ items with different bidders and also increase or decrease the quantity.
33. 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':

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

Detailed guidelines of reverse auction 2016 are available in "information section" of www. bhelpem.com, same are applicable for subject tender.

IMPORTANT INSTRUCTION TO BIDDERS IN CASE OF REVERSE AUCTION

The Bidders has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction I.e. Price mentioned in Sl no-17, column -10 (Rs X) with loading/de loading & COW (if any). Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, cost of withdrawal (if any), including loading (if any), De-loading (if any) shall be done in line with NIT terms.

Various Conditions, arrived after Reverse Auction, shall be treated as follows:

34. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format. The bidder needs to substantiate the same. If the same item will be required in future for the system same will be supplied free of cost.
35. Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website http://www.bhelpem.com/Tenders.aspx for details.
36. L1 bidder will have to submit Bank Guarantee for each POs (irrespective of value) which will be placed under the Rate Contract finalised through this tender considering RC as original contract as per format mentioned in **Annexure V** to NIT instead of format mentioned in GCC Rev 06
37. All other terms and conditions shall be as per GCC Rev 06 and Special Conditions of Rate Contract as per attached Annexure-III. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be NIT / corrigenda related to GCC Rev.06/ Rate contract SCC / GCC Rev. 06
38. Additional overhead charges shall be 5% instead of 30% as mentioned in clause no 26.2 of GCC Rev 06.
39. Vendors shall have to enter into Integrity Pact (IP) with BHEL. The Integrity pact shall be returned by the bidder along with their Techno-commercial Bid, duly filled & signed by the authorized signatory and will form part of the order. Only those vendors/bidders who enter into Integrity Pact with BHEL, would be qualified to participate in the bidding Process. (Refer Annexure-IX, as per GCC Rev-06).
    To oversee implementation of IP, Shri D R S Chaudhary, IAS (Retd), has been appointed as IEM (Independent External Monitor) by BHEL.

Note: Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price given in sealed price bid.

Thanking you,
Yours faithfully,
For and on behalf of BHEL

सुमीत सहाय / SUMIT SAHAY
उप प्रबन्धक (सी एम एम) / Dy Manager (CMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd
पावर सेक्टर–परियोजना इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
पीपीईआई भवन, एचआरडी एण्ड ईएसआई कॉम्पलेक्स
PPEI Bldg. HRD & ESI Complex,
प्लाट नं 25 सेक्टर 16 ए नोएडा –201301

(Signature of official with Name & Designation)

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Enclosure:

1. Enquiry Terms & Conditions
2. Price Format (Prices should be quoted in this format only) – Annexure I
3. Techno-Commercial Deviation Sheet (Annexure-II to GCC Rev 06) – Annexure II
4. BOQ & Technical Specifications
5. Technical PQR
6. SCC – ANNEXURE III
7. Prospective Project List – Annexure IV
8. Corrigenda to GCC Rev 06
9. Annexure V - BG Format

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ANNEXURE I TO NIT REF NO-PE/PG/RTC/E-5951/2018, DTD-19.05.2018

PRICE SCHEDULE

LIGHTING POLES - RATE CONTRACT

NAME OF VENDOR - *(Please fill vendor's name)*

SR. NO.	ITEM CODE	ITEM DESCRIPTION	UOM	QUANTITY	HSN CODE	UNIT EX- WORKS PRICE (DULY PACKED) OF TOTAL EX-WORKS PRICE (INR)	UNIT EX-WORKS PRICE (DULY PACKED) (INR)	FORMULA FOR TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	FREIGHT CHARGES WITHOUT GST @ 6.85% OF TOTAL EX WORKS (INR)	APPLICABLE GST RATE % ON (TOTAL EX WORKS + FREIGHT) (INR)	TOTAL FOR SITE PRICE (INR)	REMARKS
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	558-14009-A	Type PF1 (PAINTED)	Nos.	20	7308	0.0044*X/20	Derived	0.0044*X	Derived	**6.85%**	% TO BE QUOTED	Derived	410 SP 51 as per IS-2713
2	558-14010-A	Type PF2 (PAINTED)	Nos.	148	7308	0.0331*X/148	Derived	0.0331*X	Derived	**6.85%**	% TO BE QUOTED	Derived	410 SP 51 as per IS-2713
3	558-14011-A	Type PS1 (PAINTED)	Nos.	822	7308	0.1618*X/822	Derived	0.1618*X	Derived	**6.85%**	% TO BE QUOTED	Derived	410 SP 51 as per IS-2713
4	558-14012-A	Type PS2 (PAINTED)	Nos.	796	7308	0.1824*X/796	Derived	0.1824*X	Derived	**6.85%**	% TO BE QUOTED	Derived	410 SP 67 as per IS-2713
5	558-14013-A	Type PS4 (PAINTED)	Nos.	45	7308	0.011*X/45	Derived	0.011*X	Derived	**6.85%**	% TO BE QUOTED	Derived	410 SP 67 as per IS-2713
6	558-14014-A	Type PF1 (GALVANIZED)	Nos.	5	7308	0.0015*X/5	Derived	0.0015*X	Derived	**6.85%**	% TO BE QUOTED	Derived	410 SP 51 as per IS-2713
7	558-14015-A	Type PF2 (GALVANIZED)	Nos.	30	7308	0.0092*X/30	Derived	0.0092*X	Derived	**6.85%**	% TO BE QUOTED	Derived	410 SP 51 as per IS-2713
8	558-14016-A	Type PS1 (GALVANIZED)	Nos.	150	7308	0.0401*X/150	Derived	0.0401*X	Derived	**6.85%**	% TO BE QUOTED	Derived	410 SP 51 as per IS-2713
9	558-14017-A	Type PS2 (GALVANIZED)	Nos.	720	7308	0.3280*X/720	Derived	0.3280*X	Derived	**6.85%**	% TO BE QUOTED	Derived	410 SP 67 as per IS-2713
10	558-14019-A	Type PS4 (GALVANIZED)	Nos.	5	7308	0.0023*X/5	Derived	0.0023*X	Derived	**6.85%**	% TO BE QUOTED	Derived	410 SP 67 as per IS-2713
11	558-14020-A	OCTAGONAL POLES TYPE PF1 (GALVANIZED)	Nos.	5	7308	0.0011*X/5	Derived	0.0011*X	Derived	**6.85%**	% TO BE QUOTED	Derived	
12	558-14021-A	OCTAGONAL POLES TYPE PF2 (GALVANIZED)	Nos.	40	7308	0.0092*X/40	Derived	0.0092*X	Derived	**6.85%**	% TO BE QUOTED	Derived	

ANNEXURE I TO NIT REF NO-PE/PG/RTC/E-5951/2018, DTD-19.05.2018

PRICE SCHEDULE

LIGHTING POLES - RATE CONTRACT

13	558-14022-A	OCTAGONAL POLES TYPE PS1 (GALVANIZED)	Nos.	350	7308	0.0702*X/350	Derived	0.0702*X	Derived	**6.85%**	% TO BE QUOTED	Derived	
14	558-14023-A	OCTAGONAL POLES TYPE PS2 (GALVANIZED)	Nos.	190	7308	0.0649*X/190	Derived	0.0649*X	Derived	**6.85%**	% TO BE QUOTED	Derived	
15	558-14024-A	OCTAGONAL POLES TYPE PS3 (GALVANIZED)	Nos.	556	7308	0.0791*X/556	Derived	0.0791*X	Derived	**6.85%**	% TO BE QUOTED	Derived	
16	558-14025-A	OCTAGONAL POLES TYPE PS4 (GALVANIZED)	Nos.	5	7308	0.0017*X/5	Derived	0.0017*X	Derived	**6.85%**	% TO BE QUOTED	Derived	
17	**GRAND TOTAL (1 TO 16)**								**X= TO BE QUOTED (IN FIGURES)**	**Derived = Rs Y**	**Derived**	**Derived**	**Derived**
									X= TO BE QUOTED (IN WORDS)				

NOTE:-

1. Bidder to note that evaluation shall be on Total Ex works price. Bidder to quote grand total Ex works value of the complete package (**Sl. No 17 Column 10.i.e Rs X**) only as per the BOQ above. The item wise break up of Ex works prices
2. Value is to be filled only where "to be quoted" is mentioned and for other columns where "derived" is mentioned same shall be derived by BHEL as per % allocation fixed against each item
3. Price mentioned anywhere else in BOQ shall not be taken in cognizance.
4. For any clarification please refer Technical Specification No- PE-RC-999-558-E004
5. **In case of Reverse Auction, vendor has to quote their Ex Works price , that is price quoted above at Sl No-17, column 10 i.e. (Rs X)**
6. Quantity variation shall be +30%.

सुमीत सहाय / SUMIT SAHAY
उप प्रबंधक (सी. एम. एम) / Dy Manager (CMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, Bharat Heavy Electricals Ltd.
पावर सैक्टर–परियोजना इंजीनियरिंग प्रबंधन
Plot No 25, Sec 16 A, Noida - 201301

BHEL

ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWL)

PACKAGE:-LIGHTING POLES

TENDER ENQUIRY REF NO-PE/PG/RTC/E-5951/2018, DTD-19.05.2018

NAME OF VENDOR:-

SL NO	VOLUME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASONS FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE	

NOTES:

1. For self manufactured items of bidder, cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. For directly dispatchable items, cost of withdrawl of deviation will be applicable on the basic price including taxes, duties & freight.
3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer,
6. Bidder shall furnish price copy of above format along with price bid.
7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered
9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.
10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
12. Cost of withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.
13. In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.
14. In case of descrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

SAHAY
MM)
Ltd.

BHEL / PEM / CMM
SPECIAL CONDITIONS OF RATE CONTRACT

ANNEXURE III TO NIT REF NO-PE/PG/RTC/E-5951/2018, DTD-19.05.2018
SPECIAL CONDITION OF RATE CONTRACT FOR LIGHTING POLES

1. BHEL/PEM intends to enter into Rate Contract for supply of the tendered items for a period of two years. The Rate Contract shall come into force from the date of issue of Purchase order for Rate Contract. Validity for ordering shall be two years from the purchase order for Rate Contract.

2. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC

3. Transit Insurance is in BHEL scope

4. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing order for a specific project based on the Rate Contract.

5. The prices shall remain firm (except for those items in which PVC is applicable as per NIT) during the period of two year with a provision for further extension after review on mutual consent.

6. Inspection of materials shall be carried out by BHEL/CQA and or by Customer or by an authorized agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/Customer MDCC. It is responsibility of vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

   Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.

   Items have to be manufactured as per specification and supplied strictly in accordance with the approved BHEL / Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL / Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.

7. Mode of dispatch shall be by road through Schedule Bank/BHEL (PEM) approved transporters.

8. Other terms and conditions shall be as per Standard Technical specification no, GCC Rev 06 & Corrigenda to GCC Rev 06, Enquiry letter.

9. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.

10. Tentative quantity is given in enquiry.

11. Bidders to submit offer for RC of said items ONLINE via e-Procurement System only. Bidder to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.

12. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

ANNEXURE IV TO NIT REF NO-PE/PG/RTC/E-5951/2018, DTD-19.05.2018
TENTATIVE LIST OF PROJECTS FOR GALVANIZED AND PAINTED POLES (RATE CONTRACT)

	S.no	TITLE	
	1	5 X 800 MW YEDADRI	
	2	1 X 660 MW PANKI	
	3	2 X 800 MW UPPUR	
	4	1 X 660 MW BHUSAVAL	
	5	3X 800 MW PATRATU	
	6	2 X 800 MW UDANGUDI	

ANNEX-V TO NIT REF NO-PE/PG/RTC/E-5951/2017, DTD-19.05.2018

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.

19/5

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

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

This Guarantee shall remain in force upto and including.................................. [6] and shall be extended from time to time for such period as may be desired by Employer.
This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

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

We, ... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed............................. [8]
b) This Guarantee shall be valid up to ....[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..................

Place of Issue..................

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

[2] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *PROJECT/SUPPLY DETAILS*

[5] *BG AMOUNT IN FIGURES AND WORDS*

[6] *VALIDITY DATE*

[7] *DATE OF EXPIRY OF CLAIM PERIOD*

[8] *BG AMOUNT IN FIGURES AND WORDS.*

[9] *VALIDITY DATE*

[10] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
2. **In Case of Bank Guarantees submitted by Foreign Vendors-**

a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

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

GST related Corrigendum to GCC Rev 06

Clause Ref:	Existing Clause as:	Replaced/ New Clause as:
Clause No.4 of GCTC (General commercial terms and conditions)	**TAXES AND DUTIES** **4.1 EXCISE DUTY** 4.1.1 Seller/ Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered. 4.1.2 Excise duty actually incurred by Seller/ Contractor on self-manufactured items alone shall be reimbursed against documentary evidence. Excise duty paid by Purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ Contractor's factory/ works shall be included by the bidder in the quoted basic price. 4.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/ Contractor claims/ obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately 4.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract. 4.1.5 If required by Purchaser, the Seller / Contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the Purchaser. 4.1.6 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract. **4.2 SALES TAX / VALUE ADDED TAX (VAT)** 4.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is paid by the Seller / Contractor to the respective Govt. authorities on direct sales by the Seller/ Contractor to the Purchaser, meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total	**TAXES AND DUTIES** **4.1 CGST/SGST/UTGST/IGST** 4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Uttar Pradesh vide following GST registration number: **09AAACB4146P2ZC** 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. 4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract

	amount along with concessional form(s), if any. 4.2.2 Purchaser is registered in NOIDA, U.P. vide following Registration Numbers: Central Sales Tax Registration No. : ND – 5341151 w.e.f. 01-07-2006 UP Trade Tax Registration No. : ND – 0345307 w.e.f. 01-07-2006 UP TIN No. : 09765702874 4.2.3 Central Sales Tax/ Value Added Tax shall be reimbursed, as per tariff applicable, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price/ not applicable, it will not be reimbursed by the Purchaser. 4.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods movement is inter-state. Form-C shall be issued and exchanged against Form-E1/E2 based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed at Annexure-VI within 30 days from end of the Quarter, giving State-wise invoice details. 4.2.5 VAT invoices, in format prescribed by the respective State Sales Tax Act, have to be submitted in the name of Nodal Agency specified in Special Conditions of Contract. **4.3 SERVICE TAX** 4.3.1 Service Tax paid by the Service Provider /contractor to the Government authorities directly shall only be reimbursed at actuals against documentary evidence, but restricted to the rate and amount mentioned in the order/contract. The offer should clearly indicate the percentage and the total amount of service tax. 4.3.2 Service provider/Contractor to ensure their registration for "Intended Service" to be provided, before claiming Service tax under the "intended category". Decision of BHEL shall be final w.r.t. the "Intended category" in which the service will be falling. 4.3.3 If required by the Purchaser, the Service Provider/Contractor will provide a certificate stating that "CENVAT Benefit has been availed of on the input and the	**4.2 OTHER TAXES & LEVIES** 4.2.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. **4.3 CUSTOMS DUTY**

	same has been passed on to the purchaser" or "CENVAT Benefit has not been availed of on the inputs". **4.4 OTHER TAXES & LEVIES** All taxes and duties other than Excise Duty, Sales Tax/ VAT, Service Tax shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. However, statutory variation in Octroi will be payable extra against documentary evidence. **4.5 CUSTOMS DUTY** 4.5.1 Customs Duty element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. No variation in customs duty and exchange rate for imported items shall be payable by Purchaser. 4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, country of origin etc., shall be submitted by the bidder as part of Price bid. **4.6 DIRECT TAX** 4.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.	4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid. **4.4 DIRECT TAXES** 4.4.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. 4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions

	4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.	
	5.0 STATUTORY VARIATION 5.1 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser. 5.2 Statutory Variations in Excise Duty, Service Tax and Central Sales Tax/ Value Added Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. 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 Purchaser. 5.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the 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 Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule. 5.4 Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.	**5.0 STATUTORY VARIATION** 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.4 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.

Clause 8	**8.0 TRANSPORTATION & FREIGHT CHARGES** 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road permit/ entry permit, if required as per law of the State, shall be arranged by Purchaser. 8.3 Freight charges (including Service Tax) shall be payable after delivery of the goods at the project site, on receipt of MRC or receipted LR on pro-rata basis.	**8.0 TRANSPORTATION & FREIGHT CHARGES** 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road Permit/E-way bill, if required, will be arranged by Supplier.
	9.0 TERMS OF PAYMENT **9.1 SUPPLY PACKAGES** 9.1.1 Ninety percent (90%) of basic price of materials supplied, as per PO, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.1.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents for the packages as detailed below, duly certified by Engg. Deptt. of purchaser, and submission of Form E1/ E2 against Form-C, if applicable. List of packages with required final documents is as per Annexure-X. **9.2 SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE / DEMONSTRATION** **TEST AT SITE IN VENDOR'S SCOPE** 9.2.1 Eighty Five percent (85%) of basic price of materials supplied, as per PO / approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.2.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. 9.2.3 Five percent (5%) of the total basic price of materials and PG/ Demonstration test charges shall be released after submission of all final documents as per Technical	**9.0 TERMS OF PAYMENT** **9.1 SUPPLY PACKAGES** Payment of basic price of materials supplied alongwith freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser on submission of all the final documents for the packages as detailed below, duly certified by engineering department of purchaser. List of packages with required final documents is as per Annexure-X. **9.2 Supply packages with performance guarantee/demonstration test at site in vendor's scope** Payment of basic price of materials supplied, as per PO/ as per approved billing schedule, along with freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rate basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 10% will be released after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser.

	Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 5% payment will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). **9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE)** 9.3.1 Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. OR i) Five percent (5%) lump sum payment of total basic price (excluding taxes, duties & freight) against approval of design documents and quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications. ii) Eighty percent (80%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.3.2 Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. 9.3.3 Ten percent (10%) of the total basic price shall be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of	b) 5% will be released after submission of final documents as per technical specification and successful completion of the performance guarantee (PG)/ Demonstration test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then 5% security deposit will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). **9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE)** 9.3.1 Payment of basic price of materials supplied, as per approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 5% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser. Collection of Material Receipt Certificate from site/owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. b) 10% will be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract

	Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract. **9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES** 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. **9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES** 100% payment shall be released after successful completion of the activity, on Site certification. **9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).** To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year. . **Note:** 1) For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account. 2) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for	**9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES** 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. **9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES** 100% payment shall be released after successful completion of the activity, on Site certification. **9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).** **Note:** 1) Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. 2) For indigenous suppliers, if the documents are routed through Bank,

	evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 3) LC opening/ negotiation/ confirmation charges will be to vendor's account. 4) Form C/ E1/E2 are not applicable for foreign bidders. 5) In extreme case of vendors not agreeing to link 10% payment with submission of Form E1/ E2 against Form-C as above, their prices will be loaded as per Annexure-VIII. 6) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment. **7)** Payment terms for mandatory spares shall be as per clause 9.1.	then all bank charges will be to vendor's account. 3) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 4) LC opening/ negotiation/ confirmation charges will be to vendor's account. **5)** Payment terms for mandatory spares shall be as per clause 9.1. 9.7 The applicable TDS under CGST/SGST/UGST/IGST/ Goods and Services (Compensation to States) Act will be deducted from the payments. **9.8 Other clauses** 1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR(as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. 2. All payments against Tax Invoice to vendors/contractors shall be released only after:

		a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL. 4. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
Clause 9	**9.7 DOCUMENTS TO BE SUBMITTED BY VENDOR** **9.7.1 For Recognition of Dispatch** Copy of the following documents by e-mail/ fax immediately on despatch: a. Invoice b. LR along with Delivery Order c. Packing List d. Insurance Intimation e. Dispatch Clearance 9.7.2 For Claiming Payments (under clause 9.1.1, 9.2.1, 9.3.1): a. Invoice – original+1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy	9.7 All same a. to be replaced with "GST compliant invoice" in 9.7.1, 9.7.2, 9.7.3 Modification in the clause **Duty drawback documents** "As per applicable law" (original+1 copy.)

	c. Delivery order- 2 copies d. Packing List - clearly showing number of packages, gross weight and net weight. - original+1 copy e. MDCC from BHEL/ Customer – as per SCC – 2 copies f. Guarantee Certificate – Original + 1 copy g. Insurance Intimation - 2 copies CQIR / Inspection Reports – Original+1 copy i. PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies j. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1copy 9.7.3 For Claiming Freight Payment a. Invoice – Original + 1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy c. Transporter's document indicating the freight amount. Original money receipt to be submitted if required as per SCC. 9.7.4 For Claiming MRC Payment a. Invoice – Original + 1 copy b. Copy of MRC 9.7.5 For Claiming Payment for Services involving Service Tax a. Invoice as per rule 4A of Service Tax Act – Original + 1 copy b. Copy of Service Tax registration certificate c. Copy of challan for Service Tax payment	
Clause 3.0 Instruction to bidders	Total **erection & commissioning charges** including service tax should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.	Total **erection & commissioning charges** including applicable tax but excluding freight along with GST should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.

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Clause 16.0 Instruction to bidder	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII will apply.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII will apply.
Clause 16.0 of GCTC	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR date for indigenous supplies and AWB/ BL date for FOB contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR date is beyond three months from the date of LR, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR/ eway bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR/eway bill date is beyond three months from the date of LR/e-way bill, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)

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Deviation sheet- Cost of Withdrawal	Point no-9 For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
Annexure-VI		Deleted
Annexure-VIII		Following changes in annexure-8, (remaining portion of annex-8 is same): C) LIQUIDATED DAMAGES If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including GST & freight. If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) . ~~E) DEVIATION TO SUBMISSION OF FORM E1/ E2 BEFORE CLAIMING 10% PAYMENT~~ ~~-10% of Ex-Works supply value.~~

New clauses:

a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price)
b) The bidder should have been registered with the appropriate authority under relevant GST laws.
c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer
d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax.
e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.