


Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector, Eastern Region

BHEL Bhawan, Plot No. DJ-9/1 , Sector- II ,
 Salt Lake City , Kolkata , WEST BENGAL, INDIA
 Phone : 033-23398000/8220, FAX : 033-23211960

NOTICE INVITING TENDER

OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) **THROUGH E-PROCUREMENT PORTAL** <https://bheleps.buyjunction.in> **ONLY** for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH:

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER:PUR:TSX:141(I):065 Date:22/09/2016
ii	Broad Scope of job	SUPPLY OF 01(ONE) NO. CORE FLUX TEST KIT TEST KIT AT JAIGAON, WEST BENGAL AND INSTALLATION OF THE SUPPLIED KIT AT BHEL PSER'S MANGEDECHU SITE, BHUTAN. DETAILS AS PER PART-C OF TENDER.
a)	PART – B:	GENERAL CONDITIONS OF CONTRACT (GCC) Applicable.
b)	Volume-IB	General Conditions of Contract (Services) Not Applicable.
c)	PART-C	TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT (SCC) Applicable.
d)	Volume-IF	Technical Conditions of Contract (TCC) Not Applicable.
e)	Volume-II	Technical Specification: Not Applicable.
f)	PART-E	PRICE SCHEDULE (ABSOLUTE VALUE). Applicable.
g)	PART- H	FORMS AND PROCEDURES ETC. Applicable.
iii	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://bheleps.buyjunction.in b) in BHEL website (www.bhel.com , www.jantermanter.com & CPP Portal) : For tender view purpose only, START DATE: 22/09/2016 a) Applicable b) Applicable
iv	DUE DATE & TIME OF OFFER SUBMISSION	Date: 03-10-2016, Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://bheleps.buyjunction.in) Applicable
v	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 03-10-2016, Time: 16-00 Hrs. (online only through e-procurement platform at https://bheleps.buyjunction.in , participating bidders may witness the same online only) Applicable
vi	EMD AMOUNT	Rs.1,00,000/- (RUPEES ONE LAC ONLY/-) [To be submitted in the form and manner as mentioned below] Applicable
vii	COST OF TENDER	-- Not Applicable

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POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

viii	LAST DATE FOR SEEKING CLARIFICATION	Date: 28-09-2016 (UP TO 11:00 Hrs.)	Applicable
ix	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable	Not Applicable. (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)
x	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	--	Not Applicable
xi	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & www.jantermanter.com/CPP_portal →Tender Notice & E-PROCUREMENT PORTAL https://bheleps.buyjunction.in) and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

- The offer shall be submitted as per the instructions of tender document. Only One set of tender document (in original, downloaded from website) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender. In case of E-PROCUREMENT ASSISTANCE & TRAINING, BIDDERS MAY CONTACT M/s Mjunction Services Limited (herein after called as MJUNCTION) HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM) or for any difficulty in downloading the tender from internet website, they should contact this office (Asst. Engineer, Purchase or AGM, Purchase Phone no. 033-23211496/1690). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**
- Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
- Earnest Money Deposit (EMD) of **Rs.1,00,000/- (RUPEES ONE LAC ONLY/-)** in the form of crossed Demand Draft / Pay Order (in favour of Bharat Heavy Electricals Limited, payable at Kolkata), shall be enclosed by the bidder along with the offer, failing which the tender is liable for rejection. One time EMD for Rs. 2,00,000.00 (Rupees Two Lakh only) will also be valid for all such jobs. Bidders who have deposited one time EMD of Rs. 2.00 lakh with BHEL:PSER for such job (evidence of deposit must be submitted) will be exempted from submission of EMD with this tender.

The followings may be noted: In case the bidder deposits separate EMD as mentioned above: There will be no change in existing clauses of this tender. EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within

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the validity period. EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after successful execution of the job or submission of Security deposit (if applicable). In case of bidders having one time EMD; one time EMD cannot be used for CEBG/SD purpose. Bank Guarantee shall not be acceptable towards EMD.

SCAN COPY OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN MJUNCTION E-PROCUREMENT PORTAL/PLATFORM. ORIGINAL EMD TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HEAD-PURCHASE/SR. ENGINEER/PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER.

In case the bidder deposits separate EMD as mentioned above, there will be no change

- In existing clauses of this tender.
- In case of bidders having one time EMD; one time EMD can not be used for CEBG/SD purpose.
- Security deposit shall be submitted as per provision of tender. **Security deposit shall cover the entire duration of work plus the performance guarantee period plus three months notice period prior to release of the same.**
- Bank Guarantee shall not be acceptable towards EMD. The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.**

4. DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:
TECHNICAL OFFER	- Scanned copy of Covering letter of offer (To be attached in Attachment section) - Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). - Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) - Duly filled all annexures except price & unpriced format (To be attached in Attachment section). - Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) - Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) - All supporting documents/ Annexures etc as applicable (To be attached in Attachment section). - No deviation certificate in bidders letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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PRICE BID	11. Duly filled in Price Schedule as per tender. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.
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SPECIAL NOTE:

- A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.**
- B) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.**
- BHEL reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
 - BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)
 - No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
 - Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
 - For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
 - BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
 - In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
 - In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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13. Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
14. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
15. **The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
16. While BHEL reserves the right to open the price bid of the offers in camera. The date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
17. Taxes and duties shall be as per tender.
18. **Validity of the offer shall be for 90(Ninety) Days from the due date of offer submission (including extension, if any).**
19. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
20. **Bidders are required to submit price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.**
21. **Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.**
22. BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the price in e-procurement portal/platform, submitted by the bidder. 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 such case all qualified bidders will be intimated regarding procedure/ modality of process prior to RA and price will be decided through RA process only. In such case the price in e-procurement portal/platform, submitted by the bidder will not be opened.
23. In case BHEL decides to go for Reverse Auction, only those bidders who have given their 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. Information and General Terms and conditions of Reverse Auction is attached in Part-D.
24. Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR SR. ENGINEER /PURCHASE, BHEL, KOLKATA.
25. However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' in e-procurement portal/platform, submitted by the bidder will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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26. In case BHEL decides not to go Reverse Auction procedure for this tender enquiry, the price bid and price impacts, if any, already submitted in e-procurement portal/platform, submitted by the bidder shall be opened as per BHEL's standard practice.
27. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.
28. **"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 web site www.bhel.com".**
29. **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.**
30. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
31. **The bidder may have to produce original document for verification if so decided by BHEL.**
32. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-V.
33. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either 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 (Format enclosed at Annexure -VI where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited).
Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 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 attested by a Gazetted officer. "
Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

34. ORDER OF PRECEDENCE:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Schedule : PART-E
- TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT (SCC)- PART-C
- GENERAL CONDITIONS OF CONTRACT (GCC)- PART-B

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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f. Forms and Procedures — PART- H

for BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer/ (PUR)

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> and in website www.jantermancer.com , www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

BHEL-PSER	Phone no.	DIRECT- 033-23398225/8222/8220
	FAX no.	033-23211960
	E-mail ID	malini@bhelpser.co.in ; ssen@bhelpser.co.in
M/s Mjunction Services Limited	For E-PROCUREMENT ASSISTANCE & TRAINING, MJUNCTION HELPDESK PHONE NO. 033-6601 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 833692 (FROM 5:30 PM TO 8:30 PM)	

Enclosures:

01. ANNEXURE-I: Pre qualifying Criteria.
02. ANNEXURE-II : No Deviation Certificate
03. ANNEXURE-III: Format for seeking clarification
04. ANNEXURE-IV: General Terms & conditions for Reverse Auction
05. ANNEXURE-V: Suspension of business dealing with Suppliers
06. ANNEXURE-VI: Certificate by Chartered Accountant
07. ANNEXURE-VII: Declaration for Relation in BHEL.
08. Tender documents as per this NIT.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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ANNEXURE-I:
PRE-QUALIFICATION CRITERIA

JOB	SUPPLY OF 01(ONE) NO. CORE FLUX TEST KIT TEST KIT AT JAIGAON, WEST BENGAL AND INSTALLATION OF THE SUPPLIED KIT AT BHEL PSER'S MANGEDECHU SITE, BHUTAN. DETAILS AS PER PART-C OF TENDER.
TENDER NO	PSER:PUR:TSX:141(I):065 Date:22/09/2016

1. BIDDER SHALL EITHER BE AN ORIGINAL EQUIPMENT MANUFACTURER (OEM) OR AUTHORIZED REPRESENTATIVE OF OEM. IN CASE OF AUTHORIZED REPRESENTATIVE OF OEM, THE VALID AUTHORISATION CERTIFICATE **(FROM OEM IN THE NAME OF THE BIDDER)** TO BE SUBMITTED ALONG WITH THE OFFER.
2. THE BIDDER SHOULD HAVE SUPPLIED AT LEAST ONE **CORE FLUX TEST KIT** OF SIMILAR MODEL OF SAME OR BETTER RANGE **(CAPACITY)** AS PER TENDER REQUIREMENT DURING **LAST SEVEN YEARS** ENDING LAST DATE OF BID SUBMISSION.

FOLLOWING DOCUMENTS ARE TO BE SUBMITTED BY THE BIDDER IN SUPPORT OF THE ABOVE:-

- a) PO COPY **(IN THE NAME OF THE BIDDER ONLY)** ALONG WITH OTHER RELEVANT DOCUMENTS OF THE ITEM IN SUPPORT OF THE ABOVE.
 - b) COPY OF CALIBRATION CERTIFICATE **OR** UNDERTAKING OF SUPPLYING THE CALIBRATION CERTIFICATE AS PER TENDER REQUIREMENT DURING THE ACTUAL SUPPLY OF THE ITEM IN CASE OF PLACEMENT OF ORDER.
3. BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL TURNOVER OF **Rs.14.52 LACS** DURING THE **LAST 3 (THREE) YEARS**, ENDING ON **31-03-2015**. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON **31-03-2015** IN SUPPORT OF THIS REQUIREMENT.

IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.

4. INDIAN BIDDER OR INDIAN COUNTER PART OF FOREIGN BIDDERS SHOULD FURNISH PAN (PERMANENT ACCOUNT NO.).

NOTE:

- A. THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIA CAN ONLY PARTICIPATE IN THE SUBJECT TENDER.

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ANNEXURE-II
NO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

BHARAT HEAVY ELECTRICALS LIMITED,
 Power Sector - Eastern Region,
 Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
 Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	SUPPLY OF 01(ONE) NO. CORE FLUX TEST KIT TEST KIT AT JAIGAON, WEST BENGAL AND INSTALLATION OF THE SUPPLIED KIT AT BHEL PSER'S MANGEDECHU SITE, BHUTAN. DETAILS AS PER PART-C OF TENDER.	
Ref	1.0	Tender No.: PSER:PUR:TSX:141(I):065 Date:22/09/2016
	2.0	Other references (if any).

Dear Sir,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT *and confirm our acceptance to **reverse auctioning process*** and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorised
representative of the contractor)

ANNEXURE-III
FORMAT FOR SEEKING CLARIFICATION

Job:	SUPPLY OF 01(ONE) NO. CORE FLUX TEST KIT TEST KIT AT JAIGAON, WEST BENGAL AND INSTALLATION OF THE SUPPLIED KIT AT BHEL PSER'S MANGEDECHU SITE, BHUTAN. DETAILS AS PER PART-C OF TENDER.			
Tender No.:	PSER:PUR:TSX:141(I):065 Date:22/09/2016			
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

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ANNEXURE-IV
TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form **(annexure IV of business rule document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule)** before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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ANNEXURE-V

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.
1.3	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months.

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1.3	Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with [Guidelines for “Suspension of Business dealings with Suppliers/ Contractors”](http://www.bhel.com) available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

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ANNEXURE-VI**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:..... ,
Category: (Micro /Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs for..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number –

Seal of Chartered Accountant

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ANNEXURE-VIIDECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref : 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

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PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation
01	Our requirement is for CAPITAL use and will be used at BHEL SITES FOR POWER SECTOR. Techno-commercial & Pre- Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder(s), who have qualified in Techno-commercial & pre-q bids. Tenders will be received up to 15.00 Hours on the said due date. <u>If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection.</u> Price should be submitted as per tender format only & uploaded in the price section. Note : In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender. In the tender, either one agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for same item/product.	
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Other wise the offer will be treated as Unsolicited Offer and same will not be opened".	
03	BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.	
04	The equipment offered shall be strictly conforming to the specification and for complete unit.	
05	No offer for individual accessories or part machinery will be accepted.	

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SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation
06	AS PER PART-C of tender. No advance shall be paid. Payment shall be paid in INR only. Payment shall be through RTGS. Payment shall be paid through e-payment mode. Successful bidder shall have to submit the requisite details in RTGS format. No advance shall be paid. Paying Authority: HEAD/FINANCE, BHEL-PSER, KOLKATA.	
07.	<u>WARRANTY/GUARANTEE:</u> AS PER PART-C of tender.	
08.	<u>DELIVERY:</u> AS PER PART-C of tender. <u>Offer with delivery period beyond tendered delivery schedule(AS PER PART-C(TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT) shall be liable for rejection.</u> However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period (in this case after <u>tendered delivery period</u>) & percentage of loading shall be as per clause no 12 of GCC (LD clause).	
09.	DELETED	
10.	<u>DISCOUNTS:</u> Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In-spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.	

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SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation
11	<u>TERMINATION CLAUSES:</u> BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations. Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.	
12	<u>LIQUIDATED DAMEGE/PENALTY FOR DELAY :</u> Subject to force majeure, If vendor fails to complete the job as per aforesaid delivery/installation period, BHEL shall have the right to recover as penalty as below. Penalty on delay in delivery and/or installation will be applicable to the delays attributed to vendor. Penalty will be considered separately for Supply & Installation. :- a) The rate of penalty for delayed Supply shall be @0.5% per week of delay of total PO value (Supply + Installation) in Supply subject to maximum of 10% of total PO value (Supply + Installation). b) The rate of penalty for delayed Installation shall be @0.5% per week of delay of total PO value (Supply + Installation) in Installation subject to maximum of 10% of total PO value (Supply + Installation). c) Maximum penalty for delay in Supply & Installation together shall be limited to 15% of total PO value (Supply + Installation). For purpose of penalty for delay in Supply of the equipment the duration will be reckoned from the date of placement of LOI/MDCC by BHEL. For purpose of penalty for delay in Installation of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.	

SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation
13	a. <u>CONTRACT EXECUTION BANK GUARANTEE(CEBG):</u> The successful vendor shall have to furnish a Contract Execution Bank Guarantee of 10% of the total Order value in the prescribed format within 30 days from the date of placement of Letter of Intent. CEBG shall be from one Consortium Banks of BHEL/ from a reputed Bank and confirmed by any consortium Bank of BHEL/ Schedule Banks/Public Financial Institutions as defined in the Companies Act and PART-H. All Bank charges on account of issuance and confirmation of CEBG/SDBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid until the date of completion of installation as per Installation certificate, which will be issued on completion of Inspection during installation, commissioning, demonstration & training etc. as defined in Technical Specification & Special Conditions of Contract in PART-C & in Purchase Order. If the supplier fails to submit the CEBG even within 60 days from the date of LOI, BHEL reserves the right to cancel the order & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers. b. <u>PERFORMANCE BANK GUARANTEE (PBG):</u> The successful tenderer should furnish a PBG (before completion of installation) for an amount of 10% of the Order value valid from the date of completion of installation till completion of the guarantee/warranty period plus three months. However, this PBG clause shall be applicable in case bidder opines to obtain last 20% of Supply value plus 100% of the Installation charges as per Payment terms at start of warranty/guarantee period. "The original bank guarantee shall be sent directly by bank to BHEL under Registered Post (A.D.). CEBG may be converted into PBG.	
14	The sealed tenders super scribing tender number and due date should be addressed to Sr.Engineer / PUR, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.	

SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation
15	<u>INSPECTION</u> : Details shall be as per PART-C of tender. BHEL will have the option to inspect with conducting of Load/Overload Test etc. the equipment at supplier's works before delivery. The final inspection / performance checking will however be carried out at our site. Bidder must submit quality plan within one month from the date of PO, to BHEL for its approval.	
16	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.	
17	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.	
18	The quotation should be valid at least for a period of 90 days from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.	
19	<u>FORCE MAJEURE</u> : The vendor shall be subject to force majeure clause defined as under : This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.	
20	<u>ARBITRATION</u> : In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.	

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SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation
21	<u>JURISDICTION :</u> All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.	
22	<u>RISK PURCHASE :</u> Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchase in addition of LD at the rate mentioned in LD clause.	
23	<u>CONSIGNEE DETAILS OF THE EQUIPMENT :-</u> AS PER PART-C of tender. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.	
24	<u>LOADING:</u>	
(i)	<u>Bank Guarantee:</u> Non submission of 10% BG will attract 10% loading on the offers.	
(ii)	<u>Penalty Clause:</u> Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex : If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.	
(iii)	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.	
25	<u>Note :</u> The offers not complying the above Terms & Conditions will not be accepted.	

Note:

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
03. Bidder should write "accepted" in the column "Bidder's confirmation" for each clause, if the conditions are agreeable or else should write the deviations sought in "Bidder's Deviation(if any)" column. Offers with deviation are liable for rejection.
04. If any clause left blank, shall be presumed that the clause is accepted by the bidder.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

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PART-C:**TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT****i) TECHNICAL SPECIFICATIONS OF CORE FLUX TEST KIT:**

SL. NO.	TECHNICAL SPECIFICATIONS	DESCRIPTION	Bidder's Confirmation/ Deviation(if any)
1.	SCOPE	Supply etc. of Single phase 11KV transformer with on load tap changer, 11KV circuit breaker and accessories as per TS & SCC.	
2.	APPLICATION:	Stator core heating and flux testing of hydro generators at site.	
3.	TECHNICAL SPECIFICATIONS	A. TRANSFORMER: a. Primary Voltage : 11 KV $\pm 10\%$, Single phase, $50 \pm 5\%$ Hz, AC. b. Oil insulation type: ONAN. c. Secondary Voltage : 6.6KV $\pm 10\%$, Single phase, $50 \pm 5\%$ Hz, AC. d. Secondary tap voltages in required steps, at a step of 600.0 Volt each, shall be brought out through proper insulated bushing support and housed within a chamber. Output voltage can be obtained by selecting proper OFF LOAD link arrangement by opening the chamber door. The chamber door shall have door close interlock such that the transformer is de-energized when the chamber door is opened. The OUTPUT shall be available across a pair of bushing. e. Capacity : 3.3. MVA Max at 6.6 KV i.e. Max. Secondary current at any tap being 500 Amps. f. Duty Cycle : Continuous (Suitable to conduct Temperature rise test as per IS-2026). g. OTHER FEATURES: ☐ The transformer shall be provided with standard features like oil inlet and oil outlet drain out valves, Conservator tank, PRV, Buchholz relay, Silica Gel breather, explosion vent, Oil Temperature indicator, Thermostat, Rating Plate etc. ☐ The Transformer shall be equipped with 11 KV Circuit Breaker at Input supply providing standard protection features. ☐ The Transformer shall be provided with CT & PT operated integrated measurement systems with Voltmeters and Ammeters in primary and secondary separately. ☐ Details of BOM and Packing list shall be given in offer. h. Oil: Transformer shall be supplied filled with insulation oil. i. Colour and Painting: As per ISC: 631 of IS5 for transformer.	
		B. 11KV Circuit Breaker in suitable Enclosure (As per IS 14658): a) 11 KV VCB panel with 400 Amp VCB with manually & Electrically On/Off & Spring Charge. b) VCB: Two Poles type (Suitable for single phase transformer). c) Suitable for above rating transformer (400Amp.). d) With Over current protection Relay.	

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		e) Fitted with 11KV/110V cast Resin Potential Transformer, class 1	
		f) Fitted with 11KV Digital voltmeter (PTR: 11KV/110V).	
		g) Fitted with 11KV CT (Cast Resin) 400A-200A-100A/5A, Burden 15VA, Class 0.5.	
		C. Flexible XLPE Cable (As per IS 7098 part 2)	
		a) 185 sq.mm single core, single length, 6.6KV grade, Multi copper cable, Insulation XLPE.	
		b) 95 sq.mm single core, single length, 11KV grade, Multi copper cable, Insulation XLPE.	
		D. Current Transformer (As per IS 2075) Current Transformer at 6.6kV side:	
		a) Types : Cast Resin	
		b) Rating : 500-250-125/5A	
		c) Accuracy class : 0.5	
		d) Burden : 15VA.	
		E. Potential Transformer (As per IS 3156) 6.6KV Potential Transformer at Secondary side:	
		a) Types : Cast Resin	
		b) PT ratio : 6600V / 110V	
		c) Accuracy class : 0.5	
		F. Integrated measurement system (Metering):	
		a) Digital Voltmeter (PTR: 11KV/110V) : 0 – 11KV, Resolution: 0.01KV, Accuracy 1%.	
		b) Digital Voltmeter (PTR: 6600V/110V) : 0- 6.6KV, Resolution: 0.01KV, Accuracy 1%.	
		c) Digital Ammeter (CTR: 500-250-125/5A) : 0-5A, Class 0.5, Resolution: 1A	
		d) CT, PT operated Wattmeter : Suitable for low power factor (0.2 PF Lag)	
		e) Auxiliary Voltage Source : 240 Volts 50 Hz AC.	
		f) Digital Voltmeter for Auxiliary Supply : 0-400 Volts, 1% Accuracy.	
4.	DOCUMENTS:	Operation Manual, Works Test Report, Warrantee Certificate, circuit diagram of each unit to be supplied along with the set.	
5.	GUARANTEE/ WARRANTY	The Offered model shall be warranted for THREE (03) YEARS from the date of completion of installation as per installation certificate issued by BHEL, which will be issued on completion of Inspection, commissioning, demonstration & training etc. as defined in Technical Specification & Special Conditions of Contract in PART-C. Any damage / loss occurs during Installation of equipment by manufacturer's engineer / representative at Mangdechhu HEP Site, the same shall be under manufacturer's scope of warranty. Guarantee/Warranty shall be for smooth operation of the instrument. Any parts found defective within Warranty/Guarantee Period shall be replaced free of cost by vendor. Guarantee certificate should be provided by supplier from OEM in Original copy.	

6.	AFTER SALE SERVICE:	Suitable After Sale Service to be provided as on when it shall be required within Warranty/Guarantee Period. Undertaking is to be submitted.	
7.	TECHNICAL LITERATURE AVAILABILITY IN BIDDER'S WEBSITE	Printed technical literature of offered model should be available at Bidders website.	

NB:

- (i) Bidder has to provide compliance statement as per above technical parameters w.r.t the offered model in tabular form along with printed technical literature. The same should be available at Bidders website.
 - (ii) BHEL reserves the right to witness the assembly of the offered unit at bidder's factory.
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ii) SPECIAL CONDITIONS OF CONTRACT**1. SCOPE:****(A) SUPPLY AT JAIGAON, W.B (INDO-BHUTAN BORDER):**

Supply of instrument along with all accessories/Manuals/CDs/Calibration Certificate/Warranty certificate, Copy of Excise Invoice, Tax Invoice, Consignment Note, LR, Endorsed Way Bill, Receipted Delivery Challan, Test Certificate, MDCC, O&M Manual, Certificate of Newness, Circuit Diagram of each unit and total system, Endorsed Way Bill etc. as applicable shall be submitted as per Tendered Specification.

(B) INSTALLATION AT BHEL SITE OFFICE, MANGEDECHU, BHUTAN.

Installation means Inspection, Commissioning, Demonstration & training as per technical specifications & following:

- (a) **Inspection** of supplied instrument, its accessories in presence of BHEL & vendor's representative.
- (b) **Commissioning** of the system along with its accessories in presence of BHEL & vendor's representative.
- (c) **Demonstration** to BHEL's personnel in presence of BHEL & vendor's representative.
- (d) **Training** on the supplied instrument to BHEL's representatives on operation and maintenance, warnings and precautions, location and functions of control instrumentation, interlocks, preventative and periodic maintenance, operating limitations, hazardous conditions which may cause damage to instrument/accessories at BHEL premises.

Installation certificate shall be issued by BHEL on completion of Installation as per above. Installation certificate should clearly mention date of completion of installation and should be jointly signed by vendor and BHEL representatives clearly mentioning all of the above points as per above scope of Installation.

Bidder has to bear the cost for deputation of their manpower during the installation activity (including all fooding, lodging, etc. at BHEL PSER's MANGDECHU SITE, BHUTAN within their quoted price. BHEL shall not bear any additional financial liability towards the same. Bidder on their own shall have to arrange all the compliance related to their manpower deputation during installation activities at BHEL PSER's MANGDECHU SITE, BHUTAN within their quoted price and BHEL shall have no liability for the same.

2. CONSIGNEE AND PLACE OF DELIVERY & INSTALLATION:-**(a) CONSIGNEE AND PLACE OF DELIVERY:-**

CONSIGNEE: The Construction Manager, M/s Bharat Heavy Electricals Limited, C/O - The Chief Engineer (E & M), Mangdechhu Hydroelectric Project Authority (MHPA), Post Box No.- 579, MHPA, Khamey / Langthel, Trongsa Dzongkhag, Bhutan, Contact: Mobile: +975 - 77121717, e-mail: sanjayguha@bhelpser.co.in

LOCATION/PLACE OF DELIVERY: Vendor shall deliver the material at Indian Border Town of Jaigaon, Dist.-Jalpaiguri, West Bengal – 736182. PSER Liaison Officer will arrange to receive the material from the vendor's transporter complying all border formalities i.e. border clearance etc. at BHEL transit store. Unloading & loading during transshipment at transit store shall be under BHEL scope.

Contact details for PSER Liaison Officer shall be furnished before despatch of the consignments.

BHEL shall arrange separate Bhutanese transporter to transport the equipments from Jaigaon to up to the above stated consignee address.

Bidder's responsibility for Supply will be up to Indian Border Town of Jaigaon, Dist.-Jalpaiguri, West Bengal – 736182.

(b) SITE FOR INSTALLATION:

M/s. Bharat Heavy Electricals Limited, C/O - The Chief Engineer (E & M), Mangdechhu Hydroelectric Project Authority (MHPA), BHEL Site Office, Post Box No.- 579, MHPA, Khamey / Langthel, Trongsa Dzongkhag, Bhutan, Contact: Mobile: +975 - 77121717, e-mail: sanjayguha@bhelpser.co.in, PIN/ZIP NO: Not applicable

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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फोन/Phone : बोर्ड/EPABX : 23398220

3. DELIVERY AND INSTALLATION PERIOD:**(a) DELIVERY PERIOD:**

Delivery should be completed within **SIXTEEN (16) WEEKS** of the date of placement of LOI or within **TWELVE (12) WEEKS** from the date of MDCC whichever is later.

Materials should be dispatched after issuance of MDCC by BHEL.

After delivery of material by vendor at Indo-Bhutan border town of JAIGAON, WB, transportation of material from there to Bhutan will be completed by BHEL approximately within 15-20 days.

Vendor should intimate BHEL before reaching delivery address in advance so that necessary arrangements for receipt of material and further transshipment to site can be carried out. Border clearance formalities, transshipment and further transportation inside Bhutan shall be undertaken by BHEL.

(b) INSTALLATION PERIOD: Within **THREE (03) WEEKS** from date of intimation from BHEL site.

Intimation for installation shall be given within **FOUR (04) WEEKS** of date of receipt of material at JAIGAON, W.B (INDIA-BHUTAN BORDER) by BHEL.

4. CERTIFICATES:-

The following items to be furnished/supplied by the Vendor at the time of delivery of the above instrument.

- (a) Calibration Certificate: As per tendered technical specification.
- (b) Operation Manual: - To be provided by Supplier/OEM.
- (c) Warranty /Guarantee Certificate: - as per tendered technical specification.
- (d) Certificate of NEWNESS to be provided by Supplier/OEM.

5. ACCESSORIES:-

All necessary probes, accessories, CD's, RS 232 Interface facility (If Any) to be supplied with the equipment for standalone test condition.

6. INSPECTION:

- (a) Pre-Dispatch Inspection:** BHEL will have the option to inspect with conducting of Load/Overload Test etc. the equipment at supplier's works before delivery. The final inspection / performance checking will however be carried out at BHEL site. **Bidder must submit quality plan within TWO (02) WEEKS from the date of LOI**, to BHEL for its approval. The vendor shall make arrangement for inspection of the kit in line with the approved quality plan and technical specification at OEM/OES works in India in presence of BHEL engineer. The supplier/manufacturer shall offer the Inspector all reasonable facilities without charges so as to demonstrate that the equipment along with accessories is being supplied in accordance with the tendered specification. Expenses of BHEL engineers for traveling to & from OEM/OES location in India, fooding, stay and local conveyance etc in OEM/OES place in India will be borne by BHEL.

Material should be dispatched only after issuance of MDCC by BHEL.

Any inspection by the BHEL does not relieve the responsibility of quality assurance and quality control functions, as expected from the vendor to be performed by him for supply and installation of item as part of the contractual obligations. BHEL shall have the right to reject supplied item, part or in full at the time of Supply & installation if found not OK.

- (b) Inspection during Installation** at BHEL's Mangdechu site, Bhutan as per SI. No.B of SCOPE of SPECIAL TERMS AND CONDITIONS OF CONTRACT. Charges for inspection during installation shall be borne by bidder and shall be included in quoted price.

7. TERMS OF PAYMENT:

- (a) 80% of Supply value** shall be payable within 45 days from the date of receipt of material by BHEL at JAIGAON, W.B duly certified by BHEL. accessories/Manuals/CDs/Calibration Certificate/Warranty certificate, Copy of Excise Invoice, Tax Invoice, Consignment Note, LR, Endorsed Way Bill, Receipted Delivery Challan, Test Certificate, MDCC, O&M Manual, Certificate of Newness, Circuit Diagram of each unit and total system, Endorsed Way Bill etc. as applicable shall be submitted along with invoice.
- (b) Balance 20% of Supply value plus 100% of the Installation charges** of Order (PO) value shall be payable : Either at the start of Warranty/Guarantee Period against submission of Installation certificate issued by BHEL and on submission of Performance Bank Guarantee (PBG) of 10% of total PO value in the prescribed format valid for Three (03) Months beyond the warranty period. The PBG confirmation charges shall be borne by vendor

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Or

After completion of Warranty/Guarantee Period against submission of Installation certificate issued by BHEL.

No advance shall be paid. Payment shall be paid in INR only.

Payment shall be through RTGS.

Paying Authority: HEAD FINANCE, BHEL PSER, KOLKATA.

8. **TRANSIT INSURANCE :**

Marine Insurance charges for transportation of the equipment from supplier's works up to consignee address shall be under BHEL scope (under Marine Open Exim Policy). The supplier shall be responsible for timely intimation of dispatch particulars to the underwriter and BHEL, failing which the vendor shall be held responsible for the, loss/damage/theft/ of materials during transit. Supplier shall furnish required information/dispatch particulars e.g:- (i) Price of the Equipment, (ii) LR / Docket No. with date, (iii) Name of Transporter with Registered Address, (iv) Vehicle Details etc. to BHEL's underwriter mentioned below before start of despatch with an intimation to BHEL's MANGDECHU SITE, BHUTAN and BHEL KOLKATA's Technical Services Dept.

BHEL UNDERWRITER

The New India Assurance. Co. Ltd.

Delhi Large Corporate Office

301, RG City Centre,

LSC, Block B, Lawrence Road,

New Delhi – 110035

POLICY NO.:93000021160300000006

Tele#011-27196518

Email ID: 'JOKHU SHARMA' jokhu.sharma@newindia.co.in & 'ASHUTOSH GUPTA' ashutosh.gupta@newindia.co.in

BHEL's MANGDECHU SITE, BHUTAN

M/s.Bharat Heavy Electricals Limited ,C/O - The Chief Engineer (E & M),Mangdechhu Hydroelectric Project Authority (MHPA),Post Box No.- 579, MHPA, Khamey / Langthel, Trongsa Dzongkhag, Bhutan, Contact: Mobile: +975 - 77121717, e-mail: sanjayguha@bhelpser.co.in ,PIN/ZIP NO: Not applicable

BHEL KOLKATA's Technical Services Dept

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL Bhawan, Plot No. DJ-9/1 , Sector- II ,

Salt Lake City , Kolkata , WEST BENGAL, INDIA

Phone : 033-23398220, 23211690, FAX : 033-23211960

e-mail: a_sarkar@bhelpser.co.in; aksen@bhelpser.co.in; m.anupam@bhelpser.co.in; cgayen@bhelpser.co.in

Any damage / loss occurs during Installation of equipment by manufacturer's engineer / representative at Mangdechhu HEP Site, the same shall be under manufacturer's scope of warrantee.

9. **Evaluation criteria: ALL INCLUSIVE TOTAL F.O.R PRICE FOR SUPPLY OF ONE (01) No. AC HV TEST KIT"AT JAIGAON, W.B** i.e (Basic+ ED + P&F Charges +CST (without C-FORM)/VAT + TRANSPORTATION CHARGES + ANY OTHER CHARGES (if applicable)) excluding Entry tax and Transit insurance + **ALL INCLUSIVE INSTALLATION CHARGES at BHEL PSER's MANGDECHU SITE (BHUTAN).**

10. **WAY BILL:** Shall be provided by BHEL (if required by bidder).

11. **ENTRY TAX/OCTROI (If any):** Shall be borne by BHEL.

12. **C-FORM:** Shall not be provided by BHEL.

13. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.

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फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

E-TENDER REFERENCE NO:PSER: PUR: TSX: 141(I):065 DATE: 22/09/2016**PART- E - UN PRICED PRICE SCHEDULE**

JOB: SUPPLY etc. of ONE(01) NO. OF CORE FLUX TEST KIT AT JAIGAON, WEST BENGAL and INSTALLATION OF THE SUPPLIED KIT AT BHEL PSER's MANGDECHU SITE, BHUTAN. Detailed specification and scope as per PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT) of tender.

SL. NO.	DESCRIPTION	UOM	QUANTITY	TOTAL PRICE FOR 01(ONE) No. (in INR)
S. SUPPLY AT JAIGAON, WEST BENGAL (Detailed scope of Supply as per PART-C of tender):				
A	B	C	D	E
S1	Basic Price (Amount)	No.	1	
S2	Excise Duty (%)	No.	1	
S3	Excise Duty (Amount)	No.	1	
S4	VAT (%)	No.	1	
S5	CST (C-form shall not given by BHEL) (%)	No.	1	
S6	VAT / CST (C-form shall not given by BHEL) (Amount)	No.	1	
S7	Packing & Forwarding Charges (Amount)	No.	1	
S8	Transportation Charges (Amount)	No.	1	
S9	Entry Tax/Octroi (if any)	No.	1	By BHEL
S10	Transit Insurance	No.	1	By BHEL
S11	Any other charges, if Any (Please Specify the name of charge in Right hand column)	No.	1	
S12	Any other charges as mentioned in sl. no. S11 (Amount)	No.	1	
S	All inclusive Total F.O.R Price for SUPPLY AT JAIGAON, WEST BENGAL (Sum of Amount of sl. no. S1+S3+ S6+S7+S8+S12)	No.	1	0
I	ALL INCLUSIVE INSTALLATION (Installation means Inspection, Commissioning, Demonstration & Training) AT BHEL SITE OFFICE, MANGEDECHU, BHUTAN (Detailed scope of Installation as per PART-C of TENDER)	Lot	1	
T	All inclusive Total F.O.R Price for SUPPLY AT JAIGAON, WEST BENGAL + ALL INCLUSIVE CHARGES FOR INSTALLATION AT BHEL PSER's MANGDECHU SITE, BHUTAN (Sum of Amount of Sl. no. S and I).			0
	Note:-			
i.	BHEL shall not issue C –form I.E. CONCESSIONAL SALES TAX FORM SHALL NOT BE PROVIDED BY BHEL FOR INTER-STATE PURCHASE. BIDDERS QUOTING IN CST SHALL QUOTE FULL RATE OF TAX.			
ii.	DELETED			
iv.	Way bill/Road permit (if any required) shall be given by BHEL.			
v.	Discounts offered by the vendor in price shall not be entertained by BHEL. (Ref. cl. 10. PART-B).			
vi.	DELETED			
vii.	The supplier shall be responsible for timely intimation of dispatch particulars to the underwriter and BHEL, failing which the vendor shall be held responsible for the, loss/damage/theft/ of materials during transit. Details as per PART-C of tender.			
viii.	Bidder must quote the price elements mentioned in price schedule. If any element left blank shall be construed as the price is included in all inclusive F.O.R. price.			
ix.	"Sl.No.T" above shall be taken into account for evaluation.			
x.	Purchase order shall be issued on "Sl.No.T" above. Original excise invoice shall be submitted by the bidder to claim CENVATABLE ED amount.			
xi.	BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.			
xii.	BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE SALE (CST SALE) OR INTRASTATE SALE (VAT SALE) IN THEIR OFFER, & SHALL QUOTE IN CORRESPONDING CST / VAT ABOVE.			
xiii.	Bidder's responsibility for Supply will be up to Indian Border Town of Jaigaon, Dist.-Jalpaiguri, West Bengal – 736182.			
xiv.	Unloading & loading during transshipment at transit store shall be under BHEL scope.			
xv.	Bidder has to bear the cost for deputation of their manpower during the installation activity (including all fooding, lodging, etc. at BHEL PSER's MANGDECHU SITE, BHUTAN within their quoted price. BHEL shall not bear any additional financial liability towards the same. Bidder on their own shall have to arrange all the compliance related to their manpower deputation during installation activities at BHEL PSER's MANGDECHU SITE, BHUTAN within their quoted price and BHEL shall have no liability for the same.			
xvi.	BIDDER TO QUOTE THEIR PRICE IN INR ONLY.			
xvii.	BIDDER TO MENTION "QUOTED" OR "NOT-QUOTED" IN THE PRICE/RATE COLUMN FROM THE DROP DOWN MENU.			
	SIGNATURE OF THE BIDDER WITH SEAL AND DATE			
Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.				

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E-TENDER REFERENCE NO.PSER: PUR: TSX: 141(I):065 DATE: 22/09/2016				
PART- E - PRICE SCHEDULE				
JOB:SUPPLY etc. of ONE(01) NO. OF CORE FLUX TEST KIT AT JAIGAON, WEST BENGAL and INSTALLATION OF THE SUPPLIED KIT AT BHEL PSER's MANGDECHU SITE, BHUTAN. Detailed specification and scope as per PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT) of tender.				
SL. NO.	DESCRIPTION	UOM	QUANTITY	TOTAL PRICE FOR 01(ONE) No. (in INR)
S. SUPPLY AT JAIGAON, WEST BENGAL (Detailed scope of Supply as per PART-C of tender):				
A	B	C	D	E
S1	Basic Price (Amount)	No.	1	
S2	Excise Duty (%)	No.	1	
S3	Excise Duty (Amount)	No.	1	
S4	VAT (%)	No.	1	
S5	CST (C-form shall not given by BHEL) (%)	No.	1	
S6	VAT / CST (C-form shall not given by BHEL) (Amount)	No.	1	
S7	Packing & Forwarding Charges (Amount)	No.	1	
S8	Transportation Charges (Amount)	No.	1	
S9	Entry Tax/Octroi (if any)	No.	1	By BHEL
S10	Transit Insurance	No.	1	By BHEL
S11	Any other charges, if Any (Please Specify the name of charge in Right hand column)	No.	1	
S12	Any other charges as mentioned in sl. no. S11 (Amount)	No.	1	
S	All inclusive Total F.O.R Price for SUPPLY AT JAIGAON, WEST BENGAL (Sum of Amount of sl. no. S1+S3+ S6+S7+S8+S12)	No.	1	0
I	ALL INCLUSIVE INSTALLATION (Installation means Inspection, Commissioning, Demonstration & training) AT BHEL SITE OFFICE, MANGDECHU, BHUTAN (Detailed scope of Installation as per PART-C of TENDER)	Lot	1	
T	All inclusive Total F.O.R Price for SUPPLY AT JAIGAON, WEST BENGAL + ALL INCLUSIVE CHARGES FOR INSTALLATION AT BHEL PSER's MANGDECHU SITE, BHUTAN (Sum of Amount of sl. no. S and I).			0
Note:-				
i.	BHEL shall not issue C-form I.E. CONCESSIONAL SALES TAX FORM SHALL NOT BE PROVIDED BY BHEL FOR INTER-STATE PURCHASE. BIDDERS QUOTING IN CST SHALL QUOTE FULL RATE OF TAX.			
ii.	DELETED			
iv.	Way bill/Road permit (if any required) shall be given by BHEL.			
v.	Discounts offered by the vendor in price shall not be entertained by BHEL. (Ref. cl. 10. PART-B).			
vi.	DELETED			
vii.	The supplier shall be responsible for timely intimation of dispatch particulars to the underwriter and BHEL, failing which the vendor shall be held responsible for the, loss/damage/theft/ of materials during transit. Details as per PART-C of tender.			
viii.	Bidder must quote the price elements mentioned in price schedule. If any element left blank shall be construed as the price is included in all inclusive F.O.R. price.			
ix.	"Sl.No.T" above shall be taken into account for evaluation.			
x.	Purchase order shall be issued on "Sl.No.T" above. Original excise invoice shall be submitted by the bidder to claim CENVATABLE ED amount.			
xi.	BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.			
xii.	BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE SALE (CST SALE) OR INTRASTATE SALE (VAT SALE) IN THEIR OFFER, & SHALL QUOTE IN CORRESPONDING CST / VAT ABOVE.			
xiii.	Bidder's responsibility for Supply will be up to Indian Border Town of Jaigaon, Dist.-Jalpaiguri, West Bengal – 736182.			
xiv.	Unloading & loading during transshipment at transit store shall be under BHEL scope.			
xv.	Bidder has to bear the cost for deputation of their manpower during the installation activity (including all fooding, lodging, etc. at BHEL PSER's MANGDECHU SITE, BHUTAN within their quoted price. BHEL shall not bear any additional financial liability towards the same. Bidder on their own shall have to arrange all the compliance related to their manpower deputation during installation activities at BHEL PSER's MANGDECHU SITE, BHUTAN within their quoted price and BHEL shall have no liability for the same.			
xvi.	BIDDER TO QUOTE THEIR PRICE IN INR ONLY.			
SIGNATURE OF THE BIDDER WITH SEAL AND DATE				
Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.				

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PART-H
FORMS AND PROCEDURES

F-01PROFORMA OF BANK GUARANTEE (in lieu of CONTRACT EXECUTION/SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited (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 BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____² dated _____² valued at Rs.² (Rupees -----)² for <Nature of the Work>³ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁴ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely 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(s) 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 hereunder and the Contractor(s) shall have no claim against us for making such payment. We, 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 claim satisfied or discharged or till _____⁵ or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the 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(s) 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(s)

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and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) 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, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

Date _____ Day of _____

for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ 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

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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.

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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.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

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 (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 BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ 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.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (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 -----)⁴ without any demur, immediately on a demand from the Employer, .

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

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

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

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

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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.....⁵ 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 the⁶ (3 months more than the present date of validity of Bank Guarantee) 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:

- d) The liability of the Bank under this Guarantee shall not exceed.....⁷
- e) This Guarantee shall be valid up to⁸
- f) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) 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.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

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⁴ BG AMOUNT IN FIGURES AND WORDS⁵ VALIDITY DATE⁶ DATE OF EXPIRY OF CLAIM PERIOD⁷ BG AMOUNT IN FIGURES AND WORDS.⁸ VALIDITY DATE⁹ DATE OF EXPIRY OF CLAIM PERIOD**Note:**

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

ii) In Case of Bank Guarantees submitted by Foreign Vendors-

c. 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.

d. 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.

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LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE

List of Consortium Banks *			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

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RTGS FORMATForm for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH DATE &
SEAL

CONFIRMATION BY BANKER WITH OFFICE
SEAL

Note : Incorrect information will create accounting complications and payment will be delayed.

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Vendor Details

1. Name & address of the vendor/company:
2. PAN No. of the vendor/company (scan copy of PAN Card):
3. Contact Person for the vendor/company:
4. Mobile number & E-mail of the contact person:
5. VAT / TIN:
5. CST:

SIGNATURE OF THE BIDDER WITH DATE & SEAL

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F-05
FORMAT FOR DETAILS OF BIDDER

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

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