

# **SPECIAL TERMS & CONDITIONS FOR SUPPLY OF 765kV Reactor- TANTRANSCO ARIYALLUR PROJECT**

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

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1. In case any discrepancy between the requirements mentioned under special terms & conditions and general terms & conditions, special terms and conditions shall prevail.

For any Technical clarification, please contact

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For any commercial clarification please contact person issuing enquiry.

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2. **Bidder to submit offer directly to TENDER BOX or email to tenderbox@bhel.in.** Bidder may visit <https://bhel.com>. No other mode for submission of tender is acceptable. Address is

TENDER BOX  
BHEL, TRANSMISSION BUSINESS GROUP  
TOWER-A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK  
PLOT-7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305, UP, INDIA

- 2.1 Bidder may also submit complete offer through email: [tenderbox@bhel.in](mailto:tenderbox@bhel.in)/EPS directly and should not be share this documents to any one in BHEL except tender box or thro EPS otherwise the submitted offer will not be considered. If, Enquiry is floated through E-procurement system then offer has to be submitted through EPS portal (<https://bhel.abcpocure.com/EPROC>).

3. **PROPOSED DELIVERY PLAN: March-2020.** However, vendor has to examine their best possible delivery plan & mention in **ACTIVITY SCHEDULE at Annexure-1** to meet the tender delivery requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).

# **SPECIAL TERMS & CONDITIONS FOR SUPPLY OF 765kV Reactor- TANTRANSCO ARIYALLUR PROJECT**

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

---

4. **Permissible Technical & Commercial Deviations:** No permissible technical & commercial deviation has been envisaged. Bidder strictly to follow the same otherwise offer is liable for rejection.

**PRE-QUALIFYING REQUIREMENT:** Bidder must be comply the following else offer is liable for rejection. Details given at **at Annexure-2**.

- a. Technical PQR, which is mentioned in BHEL's technical specification.
- b. Financial PQR as under;
  1. Supplier should have a minimum average audited annual Turnover of 3000 Lakhs for last two financial years (2016-17, 2017-18 & 2018-19) and should submit audited balance sheet and Profit and Loss account statement for the same.
  2. Supplier should have earned profit in at least one year during the last three years for which turnover has been considered.

## **2. IMPORTANT INSTRUCTION TO BIDDER -A;**

- a. **Pre-bid meeting:** Not Allowed.
- b. **Project Status:** Domestic; **Custom duty Benefit:** No tax benefit
- c. For vendor approval from customer, Bidder to submit below documents along with offer:
  1. Type test certificate & Performance certificate from end user (State utility/PGCIL/NTPC etc) as per contract specification to be ensured (if applicable).
  2. Guarantee for goods and works shall remain valid for 36 months for the specified works from the date of commissioning of works in all respects and taking over by the TANTRANSCO

Please note that, BHEL shall forward the vendor credentials to customer. After submission, approval from customer shall be joint responsibilities of vendor and BHEL.

- d. Final acceptance of technical qualified vendor for placement of order is subject to approval of TANTRANSCO. Price bid opening of offers is also subject to vendor approval from TANTRANSCO
- e. PO/LOI shall be placed to L1 bidder on Ex-works basis for indigenous supplier / CIF (CHENNAI Port) in case of foreign supplier. However evaluation shall be done based on overall quantity as per NIT.
- f. **Indian Bidder to arrange freight & insurance upto site.** Supplier to ensure availability of their authorized person at site during unloading for supervision. The Freight & Insurance to be paid by vendor on behalf of BHEL to be re-imbursed. Proof of transit insurance should be submitted along with dispatch documents.

Note: Transit Insurance policy shall be in Bidder's scope and that should also have a provision of 30 days extended cover at site/ store.

# SPECIAL TERMS & CONDITIONS FOR SUPPLY OF 765kV Reactor- TANTRANSCO ARIYALLUR PROJECT

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

---

- g. In case of foreign bidder, Inland freight and insurance charges is optional.
- h. **Port of discharge:** In case of foreign bidder Port of discharge shall be **CHENNAI port**.
- i. **MQP Requirement:** As per specification.
- j. In case of foreign bidder,
  - a. **Custom duty:** In scope of BHEL. For purpose of evaluation, the duty shall be loaded in their offer to arrive total cost to BHEL and same shall be informed to all qualified bidders before price bid opening.
  - b. Loading of custom clearance & handling charges: As per clause no 18 of GTC.
  - c. Loading of freight & Insurance from discharge port to BHEL site: As per clause no 18 of GTC.
  - d. In case training/ Type Test is conducted outside India, all taxes and duties outside INDIA shall be in scope of bidder and deemed to be included in their quoted prices.

### 3. IMPORTANT INSTRUCTION TO BIDDER -B;

- a. Sea worthy packing is applicable in case of imported goods. Packing as per specification is applicable in case of Indigenous supplier. However bidder to ensure proper packing to avoid any damage & packing of spares should be separated.
- b. **Validity of PERFORMANCE BG** –It should cover the guarantee period.
- c. BHEL /Customer or both may witness the inspection as per approved Specification.
- d. The unit prices of addition/ deletion and type test charges (if applicable), as mentioned in BOQ of section-1 of technical specification shall be considered for evaluation.
- e. In case due date has been extended, date of opening of submitted offer shall be considered for purpose of evaluation.
- f. Order shall be awarded on CIF basis in case of foreign bidder and on ex- works basis in case of indigenous bidder.
- g. **Foreign bidder to quote upto CIF.** Supplier to ensure availability of their authorized person at site during unloading for supervision.
- h. Unloading (at BHEL site/store) is also in the scope of bidder and all necessary arrangements shall be made by bidder for unloading. Bidder to ensure availability of their authorised person at site during unloading at site.
- i. Prices quoted by Indian bidder shall be in INR only. Foreign bidder to indicate currency in their un-priced and price bid.

### 4. **DEFECT LIABILITY (GUARANTEE SPECIFIC CLAUSE):** The defect liability period for 765kV class line/Bus Reactor shall be Sixty (60) months from the date of Taking over/Completion of Facilities (or any part thereof)”

Date of taking over/Completion of Facilities may be taken as Jun’20.

**Clause No 07 of GTC (PERFORMANCE BG): Option-B is applicable** in case not opt any option as per NIT condition, however validity of PERFORMANCE BG will cover the defect liability period as mentioned in NIT with claim period of 3 months over and above. PBG needs to be extended as per “note A and note B” of clause 5 above, if required. **In case, Bidder fulfil technical requirement of Line/Bus**

## **SPECIAL TERMS & CONDITIONS FOR SUPPLY OF 765kV Reactor- TANTRANSCO ARIYALLUR PROJECT**

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

reactor based on technological support of parent company/collaborator/subsidiary company, an additional PBG of 10% of PO value shall be submitted by company/collaborator/subsidiary company.

In case of extension of BG Period is required, bidder to ensure extension of PBG, six (6) months before expiry of the submitted BG.

**Note :**

- i) The Bank Guarantee shall be from any bank as per Annexure - B for List of Banks (enclosed).
  - ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to SDGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG.
  - iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.
  - iv) In case of non-submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor.
  - vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order.
1. vii) Vendor to ensure extension of BG till the end of Guarantee / Defect liability period.

# **SPECIAL TERMS & CONDITIONS FOR SUPPLY OF 765kV Reactor- TANTRANSO ARIYALLUR PROJECT**

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

---

2. **PRICE BID FORMAT:** Bidder to quote their best prices in BHEL's prescribed format of NIT, otherwise their offer shall be liable to be rejected. Bidder has to mention "quoted" (in each applicable cell) in UN-PRICED BID. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only.

3. **Clause No. 2.1 of general Terms & Conditions for tender Enquiry / Contract should be as follows:**

**PRICES: A.** Prices shall be on PVC basis for Item Nos Sr No 1 (i.e. Reactor) of BOQ as per latest IEEMA Formula (**Annexure-3**). However, for purpose of PV calculation as per formula, Base date shall be considered as first due date of technical bid opening.

Further, for purpose of PV calculation, PV formula as per Annexure-4 shall be applicable.

Prices shall be FIRM for all items except item Sr No 1.

**PROJECT STATUS:** Domestic in nature. GST is applicable as per prevalent law.

4. **TERMS OF PAYMENT :** (i) clause no 3.1, 3.3 & 3.4 of GTC are not applicable in this NIT (ii) Following clause shall be applicable in place of existing clause no 3.2,3.5 of GTC;

## **3.2 Supply:**

I. **A) In case of Indian bidder-**

90% of Total Invoice value (Ex Works+Taxes+F&I) within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :

- LR / GR duly endorsed by BHEL Site Official.
- Material Receipt Certificate issued by BHEL Site Official.
- GST Compliant Tax invoice
- Delivery Challan or Packing list (case wise).
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Copy of Performance Bank Guarantee (PBG)
- Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order.
- One copy of Erection and operation & maintenance manual (one time with first invoice)
- Joint verification reports as per packing list by BHEL site and bidder's authorised representative.

# **SPECIAL TERMS & CONDITIONS FOR SUPPLY OF 765kV Reactor- TANTRANSCO ARIYALLUR PROJECT**

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

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## **B) In case of foreign bidder:**

90% of Total Invoice value (FOB+ Marine Freight & Insurance+ Inland Freight & Insurance) within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- LR / GR duly endorsed by BHEL Site Official.
- Material Receipt Certificate issued by BHEL Site Official.
- Invoice.
- Bill of Lading.
- Delivery Challan (If applicable) or Packing list (case wise).
- Certificate of Origin.
- Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable).
- MICC (Material inspection clearance certificate) given by BHEL.
- Guarantee Certificate.
- Performance Bank Guarantee copy.
- Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order.
- One copy of Erection and operation & maintenance manual (one time with first invoice) –
- Valid Phytosanitary certificate
- Joint verification reports as per packing list by BHEL site and bidder's authorised representative.

- II. 10% of Total Invoice value(Ex Works+Taxes+ F & I- In case of Indian bidder / FOB+ Marine Freight & Insurance+ Inland Freight & Insurance- in case of foreign bidder) within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :

\_Certificate of Successful completion of Supervision of Erection, Testing & Commissioning at site or Certificate of successful completion of testing and commissioning at site.

\_ Certificate of completion of Final Documentation as per Purchase Order/Technical specification issued by BHEL Engineering Management.

## **Note: -**

(a) In case of conduction of commissioning test at site delayed beyond 12 months from the date of supply for the reasons not attributable to supplier, supplier may claim this payment (10% payment of supply) by furnishing following documents:

- (1) GST Compliant Tax Invoice
- (2) Certificate issued jointly by BHEL site incharge and BHEL TBCM Project manager confirming that delay in conducting commissioning test is not attributable to supplier (to be arranged by BHEL TBG).
- (3) Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of three months. Incase commissioning test (at site) is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably

# **SPECIAL TERMS & CONDITIONS**

## **FOR SUPPLY OF 765kV Reactor- TANTRANSCO ARIYALLUR PROJECT**

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

---

extended till successful completion of commissioning test (at site) and submission of final Engineering Document certified by BHEL Engineering Group

### **3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site:**

100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning & HV test at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).

5. **MODE OF PAYMENT:** The following clause shall be applicable in place of clause no 41 of general terms and conditions

(i) Payment shall be made directly to the supplier/contractor by BHEL through NEFT/RTGS.

(ii) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit, payable within 120 days (usance period) from the date of submission of documents as per terms of payments mentioned in STC for foreign bidders.

In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 120 days. The LC shall be established prior to shipment date, valid for period of 150 days, unless agreed otherwise.

All bank charges/LC opening charges are in beneficiary's account. Period of presentation of documents in BHEL bank is 7 to 10 working days from the date of shipment.

6. **Promotion of MAKE IN INDIA:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following link:

[http://dipp.nic.in/sites/default/files/publicProcurement\\_MakeinIndia\\_15June2017.pdf](http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf)

[http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017\\_28052018.pdf](http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf)

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In the event of any nodal ministry prescribing higher and lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

## SPECIAL TERMS & CONDITIONS FOR SUPPLY OF 765kV Reactor- TANTRANSO ARIYALLUR PROJECT

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

**Note: Bidder to submit FORMAT (ANNEXURE-4) duly filled & signed and stamped by their authorized persons. It is mandatory against this NIT. Minimum Local content is 62% as per MMI circulars.**

7. **INTIGRITY PACT: INTEGRITY PACT ( Refer clause no- 34 of GTC):** Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original as per **ANNEXURE-5** of NIT / RFQ failing which bidder's offer shall be liable for rejection.

The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification.

**Name of Independent External monitor to be considered (IEM):**

| <b>S<br/>N</b> | <b>IEM</b>                                  | <b>Address</b>                                                                        | <b>Phone &amp; Email</b>                                   |
|----------------|---------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------|
| 1.             | Shri Arun Chandra Verma,<br>IPS (Retd.)     | Flat No. C -1204, C Tower,<br>Amrapali, Platinum Complex,<br>Sector 119, Noida (U.P.) | Ph: +91 8130386387<br>acverma1@gmail.com                   |
| 2.             | Shri Virendra Bahadur<br>Singh, IPS (Retd.) | H. No. B-5/64, Vineet Khand,<br>Gomti Nagar, Lucknow -<br>226010                      | Ph: +91 8853760730/<br>9818377360.<br>vbsinghips@gmail.com |

8. **Clause No. 33 for Reverse Auction of NIT shall be as follows:**

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

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

*The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.*

***The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price &***

# **SPECIAL TERMS & CONDITIONS FOR SUPPLY OF 765kV Reactor- TANTRANSCO ARIYALLUR PROJECT**

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

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*envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.*

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

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid': *"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL.*

In addition to above RA guidelines, bidder note that

(A) In case where RA is conducted successfully Reverse auction shall be conducted as per existing procedure of BHEL. Ranking of bids shall be based on final price fed by respective bidder (including H1 bidder) in reverse auction process. If L1 bid is from a 'Local Supplier', L-1 bidder may be considered for further award of work. No other Bidder shall be invited to match price of L-1 Bidder

If L1 bid is not from a 'Local Supplier', the lowest evaluated bidder among the 'Local Suppliers' based on the ranking of the price after RA, will be invited to match the L1 price provided 'Local Supplier's price is within the Margin of Purchase Preference i.e. +20% of L1 price. In case such local supplier agrees to match the price of L-1 Bidder, such local supplier may be considered for further award of work. In case such lowest eligible 'Local Supplier' fails to match the L1 price, the eligible 'Local Supplier' with the next higher bid within the Margin of Purchase Preference ( i.e 20% of L-1 Price) as above shall be invited to match the L1 price, and so on, and may be considered for award of work accordingly. In case none of the 'Local Suppliers' within the Margin of Purchase Preference ( i.e 20% of L-1 price) matches the L1 price, then the L1 bidder may be considered for award of work.

(B) In case where RA is failed

Price bid shall be opened as per reverse auction procedure of BHEL and based on the same make in India policy shall be implemented.

## **9. INDEMNITY (AGAINST PATENTS / TRADEMARKS ETC):**

The vendor shall at all times indemnify the purchaser against all claims which may be made in respect of supply from any "rights protected" source protected by way of patent registration of design or trade mark. In the event of any claim in respect of an alleged breach of patents registered design or trademark being made against the purchaser, purchaser shall notify the seller of the same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement or deal with any litigation that may arise there from.

# **SPECIAL TERMS & CONDITIONS FOR SUPPLY OF 765kV Reactor- TANTRANSO ARIYALLUR PROJECT**

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

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## **10. INVOLVEMENT OF REPRESENTATIVE:**

Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer. However in case of foreign bidders, engagement of their foreign counterpart/ Indian representative may be permitted for execution of Services Portion (for services in INDIA only) subject to prior approval by BHEL/end Customer.

In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can submit bid but both cannot submit bid simultaneously for the same item/product in the same tender.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

## **11. ADDITIONAL /EXTRA ITEM REQUIRED AT SITE DUE TO DAMAGE REPORTED AT SITE/ THEFT FOR COMPLETION OF PROJECT:**

In case of additional requirement of any item specified in BOQ, whether due to damages / theft or any other reason, during contract (i.e. till expiry of contract i.e end of guarantee period), contractor shall ensure supply of same at unit Price mentioned in purchase order main BOQ (supply and service portion) or BOQ for addition /deletion ( if any).

## **12. HEALTH, SAFETY AND ENVIRONMENT(HSE) OF BHEL:**

BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.

## **13. VALIDITY:** The offer shall be valid for 150 days from the due date of techno commercial bid opening of tender. 150 days shall be considered from extended date, if any.

## **14. MANUFACTURING QUALITY PLAN (MQP):** Supplier to submit valid MQP for BHEL / Customer perusal.

## **15. VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :**

BHEL shall have the right to variation in quantities of items within +70% to -35% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications.

No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on "Lumpsum" basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.

# **SPECIAL TERMS & CONDITIONS FOR SUPPLY OF 765kV Reactor- TANTRANSCO ARIYALLUR PROJECT**

**Enquiry No & Date: 31Q2000228 dated 04.10.19**

---

16. Following confirmation to be provided by vendor:

***“We confirm that we have quoted as per specified price format provided along with this tender”.***

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

**NAME & SEAL OF TENDERER**

**Enclosed:**

- e. Annexure-1: Activity Schedule, commercial & technical deviation.
- f. Annexure- 2: Pre Qualification Requirement
- g. Annexure-3: PVC Formula
- h. Annexure-4: Format of self-declaration of minimum local content
- i. Annexure- 5: Integrity pact (ANNEXURE-III).
- j. Format of Performance BG.
- k. Copy of HSE policy.
- l. GENERAL TERMS AND CONDITION OF NIT.
- m. BHEL’S PRICE BID FORMATS.
- n. Details of Packing list (Annexure-A).