

1. For any technical clarification, pls contact Shri Ved Praksh Meena, Sr. Engineer (TBEM); Contact No. 0120-6748462; e-mail: ved@bhel.in
2. For any commercial clarification, pls contact Mr. Gaurav Agarwal, Sr. Engineer (TBMM); Contact No.0120-6748480; e-mail: gaurav.agarwal@bhel.in
3. Proposed delivery plan is **15 January 2017**. However, vendor has to quote their best possible delivery plan in activity schedule to meet the tender's 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).
4. **PQR- A) Technical PQR:** As mentioned in clause-3 of section-1 of technical specifications No. TB-386-316-102 Rev 01.

Formats for joint undertaking under Route 1, 2 and 3 (as applicable) attached as forms 6, 7, 8 & 9. Vendor/ manufacturer shall submit signed and stamped copy of the applicable format in line with their meeting the technical qualifying requirement.

For vendors qualifying under route 1 – Format 7 is to be used.

For vendors qualifying under route 2 - Format 9 is to be used.

For vendors qualifying under route 3 – Format 6 and 8 is to be used jointly.

Validity of additional Performance guarantee (for vendors qualifying under Route 2 or 3 of Technical PQR) shall be 90 days beyond defect liability period and defect liability period shall be 48 months from date of taking over/completion of facilities as elaborated below .

The Defect Liability Period shall be as under:

Forty Eight (48) months from the date of Taking Over/Completion of Facilities for 765kV Class Surge Arrestor to be supplied by manufacturers meeting the Technical Requirements mentioned in our Technical Specifications No. TB-386-316-102 Rev 01. As on date, contractual completion date is 31 May 2017.

B) Commercial PQR: Vendor should have valid MQP and vendor approval by Powergrid. In case of participation from non-customer approved vendor(s), vendor(s) have to submit following documents to BHEL for arranging vendor approval from end customer. After due assessment by BHEL, an assessment report along with following documents will be submitted to POWERGRID. Any charges regarding physical inspections of works and other related activities are to be borne by vendor only-

1. Registration / License of the works enclosed.
2. Evidence that the proposed sub-vendor is manufacturer of the item
3. Organization chart with name and qualification of key persons
4. List of Plant and Machinery.
5. List of testing equipment to carry out all the routine tests in-house along with their calibration status.
6. List of Raw material, bought out items with sourcing details
7. List of supplies made to other utilities in last three years.

8. Third party approval, if any (viz. ISO, BIS)
 9. Copy of Quality Manual (if ISO certified)
 10. Pollution clearance wherever applicable
 11. Sanctioned load and Backup power/Shed area/Storage area
 12. Formats for RM, in process and acceptance testing
 13. Type test approvals conducted in last 5 years if applicable
 14. Performance Certificates from customers
 15. Company Brochure/ Product Catalogues
 16. Photographs of factory, plant and machinery & testing facilities.
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5. Reg. vendor approval at BHEL,TBG- Supplier to visit <http://suppliers.bheltry.co.in/> for online registration at TBG.
 6. Permissible Technical Deviations: No permissible Technical Deviation has been envisaged.
 7. Vendor to certify in the unpriced bid that they have quoted as per the specified price format of the tender, otherwise their offer shall be liable for rejection.

(Sign and seal of Bidder)

REVERSE AUCTION GUIDELINES

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

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

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

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

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

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

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

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

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	Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) In case VAT is applicable, supplier has to submit Tax Invoice(s) irrespective of any VAT benefit / input credit available to BHEL. vi) In case of interstate sale-in-transit against Form "C", supplier to ensure submission of Form "E1/E2" to BHEL timely to meet statutory requirements irrespective of the related payment terms. vii) Supplier has to submit proof of Service Tax deposited / paid to authority with copy of PAN Card for payment of Service Tax and TDS shall be applicable as per statutory requirements. viii) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. ix) Supplier has to submit PBG & Guarantee Certificate as per BHEL format. x) In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official. xi) Additional documents required for payment for services are as follows : (a) Copy of Service Tax Registration Certificate (b) Copies of challans for deposit of service tax alongwith certificate by the supplier / contractor that tax charged under the invoice has been remitted by the supplier / contractor to tax authorities
4.	INTEREST LIABILITY : In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.
5.	GUARANTEE : The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier. Wherever Erection, Testing & Commissioning at Site are also in the scope of the Supplier, the guarantee period shall be 18 months from the date of last delivery or

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	12 months from the date of commissioning, whichever is later. The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc. In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor. Note : i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning. ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications. iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.
6.	LATENT DEFECT : Liability for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to five years from the expiry of the guarantee period.
7.	PERFORMANCE BANK GUARANTEE (PBG) : Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :- Option "A" A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months. Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore. Option "B" PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.

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

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

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

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

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

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

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

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	the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. General Terms and Conditions of RA are available at Annexure. Business Rules for RA shall be sent to the bidders before conducting RA. Abridged Version of "Common Guidelines for Conducting Reverse Auction" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page & "Tender Notifications" Page.
34.	INTEGRITY PACT : Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.
35.	TERMINATION OF CONTRACT : BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL. BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's / Contractor' compensation claim shall be settled mutually. In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing & Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.
36.	SHELF LIFE : Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.
37.	LIMITATION OF LIABILITY : Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts, a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.
38.	SHORTAGES / DAMAGES : a) Against Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site or Supply where Testing & Commissioning at Site is in scope of the supplier :

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	Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier. b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier : Any shortages and / or damages in supplies and during handling / storage, erection, testing and commissioning at site shall be supplied / replenished free of cost by the Supplier / Contractor, as early as possible, to meet the contractual completion time / schedule. Note : There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.
39.	VARIATION OF CONTRACT VALUE / QUANTITY VARIATION : BHEL shall have the right to variation in quantities of items within $\pm 30\%$ of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on "Lumpsum" basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.
40.	STATUTORY VARIATION : Statutory Variations in Excise Duty on self-manufactured items, Service Tax on services directly rendered by Supplier / Contractor and Sales Tax / Central Sales Tax / Value Added Tax only on the rates prevailing at the time of delivery / completion w.r.t. rates on the date of offer will be to the account of the BHEL if quoted separately in the prices. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the BHEL. Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase Order / Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in taxes / duties. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion. If new tax is introduced by Central/State Govt/Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract and new tax is neither in substitution nor in abolition of any of present taxes but is altogether a new tax, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities. However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.
41.	MODE OF PAYMENT : Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.
42.	CONFIDENTIALITY : Supplier / Contractor shall, at all times, undertake to maintain complete

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

Signature of Bidder (Authorized Signatory) with Date & Seal

Enquiry No.166E240 dated 06.12.2016
BHEL/TBG/SO1/01

CHECKLIST

SCHEDULE OF INFORMATION TO BE FURNISHED WITH THE OFFER

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

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

The above checklist is verified for:-

Offer Ref.:

Equipment:

Submitted by: M/s

Project Reference:

Name:.....

Date

Enquiry No.166E240 dated 06.12.2016
BHEL/TBG/ATS/01

ACTIVITY SCHEDULE

(To be filled – up by the supplier)

Sl. No.	ACTIVITY	Activity time in weeks	Cumulative time in Weeks (from LOI/PO date)	Remarks, If any
1	Submission of master document list			Max. with in 1 week by vendor
2	Submission of documents necessary for getting manufacturing clearance like Drawings, date sheet etc.			
3	Review and Approval of documents and issue of manufacturing clearance	3 weeks by BHEL		
4	Manufacturing Time			
5	Inspection	2 weeks by BHEL		
6	Issue of MICC/MDCC	1 week by BHEL		
7	Dispatch			
8	Transit time upto Site.			

Note: 1) Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete/inadequate information shall be the responsibility of supplier.

2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.

3) Qty. to be offered for Inspection should be in accordance within Delivery- schedule - lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery- lot and delay on this account shall be the responsibility of Supplier.

Name of Tenderer

SCHEDULE OF TECHNICAL DEVIATION

Enquiry No.166E240 dated 06.12.2016

The following are the deviations/ variations exception from the Technical Specifications:

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION
1		

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications,

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

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

2 Devition mentioned in this schedule shall only be considered.

Place:

Date :

Bidder's name :

Designation:.....

SCHEDULE OF COMMERCIAL DEVIATION

Enquiry No.166E240 dated 06.12.2016

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

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

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

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

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

2 Deviation mentioned in this schedule shall only be considered.

Place:

Date :

Bidder's name :.....

Designation:.....

Un-priced bid (for Foreign vendors only)

Enquiry No.166E240 dated 06.12.2016

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	Name of item	Tariff No.	Unit	Qty	Unit-CIF {Indian Sea port}}	Total - CIF {Indian Sea port}}	Break up of CIF (Indian Sea port) rates						Breakup of Inland Transportation			
							Unit - FOB (Load port).	Total - FOB (Load port).	Unit-Sea Freight (upto indian Discharge port)	Total-Sea Freight (upto indian Discharge port)	Unit-Insurance(upto indian Discharge port)	Total-Insurance(upto indian Discharge port)	Unit-Freight (from Indian Discharge port to site)	Unit-Insurance (from Indian Discharge port to site)	Total-Freight (from Indian Discharge port to site)	Total-Insurance (from Indian Discharge port to site)
1	For Ajmer S/s:- 624kV Surge arrestor (single phase) complete with all accessories like corona ring terminal pad, surge counter, insulating base, connecting cable , fixing hardware etc.		Nos.	13												
2	Mandatory Spares for Ajmer S/s: 624kV Surge arrestor (single phase) complete with all accessories like corona ring terminal pad, surge counter, insulating base, connecting cable , fixing hardware etc		Nos.	1												
3	Mandatory Spares for Ajmer S/s: Surge Counter/Monitor		Nos.	2												
4	For Chitorgarh S/s:- 624kV Surge arrestor (single phase) complete with all accessories like corona ring terminal pad, surge counter, insulating base, connecting cable , fixing hardware etc.		Nos.	25												
5	Mandatory Spares for Chitorgarh S/s: 624kV Surge arrestor (single phase) complete with all accessories like corona ring terminal pad, surge counter, insulating base, connecting cable , fixing hardware etc		Nos.	1												
6	Mandatory Spares for Chitorgarh S/s: Surge Counter/Monitor		Nos.	2												
	Total															

NOTE-

Discharge Port:-Any Indian Sea Port . Pl explicitly mention your preference.

CIF (indian port) should be equal to "FOB(load port) + Sea Freight (upto indian Sea port) +Insurance(upto Indian Sea port)"

Load port to be mentioned by bidder .

No of package with Dimensions and type of cargo(/Break Bulk/LCL/FCL) and no. of container (with type of container) required-Is also to be mentioned by bidder.

Vendor has to mention tariff no. against each item for custom duty purpose.

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

SIGNATURE AND SEAL OF TENDERER

Un-priced bid (For Indian bidders only)

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

Enquiry No.166E240 dated 06.12.2016

S.No.	Description of Item	Unit	Qty	Unit Price Ex-works	Total Ex-Works	Unit F&I	Total F&I	ED @ ____ % of Column ____	CST / VAT @ ____ % of column ____	Service Tax@ ____ Of column ____	TOTAL (FOR Destination) PRICE (Rs.)
1	2	3	4	5	6	7	8	9	10	11	12
1	For Ajmer S/s:- 624kV Surge arrestor (single phase) complete with all accessories like corona ring terminal pad, surge counter, insulating base, connecting cable , fixing hardware etc.	Nos.	13								
2	Mandatory Spares for Ajmer S/s: 624kV Surge arrestor (single phase) complete with all accessories like corona ring terminal pad, surge counter, insulating base, connecting cable , fixing hardware etc	Nos.	1								
3	Mandatory Spares for Ajmer S/s: Surge Counter/Monitor	Nos.	2								
4	For Chitorgarh S/s:- 624kV Surge arrestor (single phase) complete with all accessories like corona ring terminal pad, surge counter, insulating base, connecting cable , fixing hardware etc.	Nos.	25								
5	Mandatory Spares for Chitorgarh S/s: 624kV Surge arrestor (single phase) complete with all accessories like corona ring terminal pad, surge counter, insulating base, connecting cable , fixing hardware etc	Nos.	1								
6	Mandatory Spares for Chitorgarh S/s: Surge Counter/Monitor	Nos.	2								
	TOTAL PRICE (in figures)										
	TOTAL PRICE (in words)										

NOTE: 1. IN CASE OF TRANSACTION WITH IN THE SAME STATE, VENDOR HAS TO INDICATE APPLICABLE LOCAL TAX/VAT WITHOUT ANY CONCESSIONAL FORMS.

2. IN CASE OF CST, RATE AGAINST C FORM SHALL BE QUOTED.

3. THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.

4. REQUIRED COPIES OF FORMAT TO BE MADE & DETAILS MAY BE ANNEXED.

5. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICE BLANKED) SHALL BE FURNISHED ALONGWITH TECO-COMMERCIAL BID.

6. Bidder has to mention "quoted" (in each applicable cell) in unpriced bid.

7. Bidder has to mention present rate of applicable taxes and duties in column no.9,10 & 11 along with column no. on which they are applicable.

8. It is certified that, We (M/s _____) have quoted as per the specified price format of the tender, otherwise our offer shall be liable for rejection.

NAME OF TENDERER

6. FORM OF UNDERTAKING BY THE 765kV EQUIPMENT MANUFACTURER FOR SUPERVISION, AFTER SALE SERVICES AND AVAILABILITY OF SPARES

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at and is a manufacturer of 765kV*..... (hereinafter called the "Manufacturer" which expression shall include its successors, executors and permitted assigns), in favour of (insert names of the Employer) a Company incorporated under the Companies Act of 1956 having its registered office at(insert registered address of the Employer)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. for the construction of (insert name of the package alongwith project name)

AND WHEREAS Clause No., Section, of, Vol.-... forming part of the Bidding Documents inter-alia stipulates that the Bidder must furnish undertaking from respective equipment manufacturers that installation, testing and commissioning shall be carried out under their supervision and after sales services and spares shall be available for atleast fifteen years from the date of supply for the 765kV*..... (hereinafter called as the "Equipment") to be supplied in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated based on above stipulation and has agreed to furnish this Deed of undertaking to be enforceable in the event of the award of the Contract by the Employer.

NOW THEREFORE THIS UNDERTAKING WITNESSTH as under:

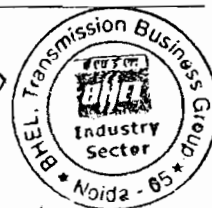
- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Manufacturer do hereby agree and undertake in the event, of award of the Contract to provide supervision of installation, testing and commissioning of 765kV*..... and after sales service and supply of spare parts during the execution and until not less than 15 years from the date of declaration of Sale or from the date of commissioning of the Project which ever is earlier.
- 2.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.

Substation Package SS01

Single Stage- Two Envelope

associated with Green Energy Corridors, Part-B

X
Sajoy Das
Manager (CS)



- 3.0 We, agree that this undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall be valid and enforceable for a period of 15 (fifteen) years from the date of Contract.

IN WITNESS WHEREOF the Manufacturer have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

[For Manufacturer]

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

.....

Note:

1. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
2. The Undertaking shall be signed on all the pages by the authorised representative(s) of the 765kV Equipment manufacturer and should invariably be witnessed.
3. This Deed of Undertaking duly attested by Notary Public of the place(s) of the respective executant, shall be submitted alongwith the bid.
4. *Insert name of the Equipment viz., 765kV equipment(s).



8. FORM OF JOINT DEED OF UNDERTAKING BY THE BIDDER AND INDIAN 765kV EQUIPMENT MANUFACTURER WHO HAVE MANUFACTURED AND TYPE TESTED 765kV EQUIPMENT TO GUARANTEE, QUALITY, TIMELY SUPPLY, PERFORMANCE AND SUPERVISION OF ERECTION, TESTING AND COMMISSIONING OF 765kV EQUIPMENT (Applicable if equipment supplied as per Route-3 for Instrument Transformer and Surge Arrestor of Section Project/GTR of Technical Specification)

THIS DEED OF UNDERTAKING executed this Day of Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Bidder/Contractor" which expression shall include its successors, executors and permitted assigns) and M/s., a Company incorporated under the laws of Having its Registered Office in India under the Companies Act of 1956 at (hereinafter called the "Indian Manufacturer" which expression shall include its successors, executors and permitted assigns) in favour of (insert names of the Employer) a Company incorporated under the Companies Act of 1956 having its registered office at (insert registered address of the Employer) (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. for the execution of (insert name of the package along with project name)

AND WHEREAS Clause No., Section, of, Vol:-... forming part of the Bidding Documents inter-alia stipulates that the Bidder and/or Indian Manufacturer must fulfill the Qualifying Requirements for the 765kV*..... and be jointly and severally bound and responsible for the successful performance of the 765kV*..... offered in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated Based on 765 kV*..... from Indian Manufacturer (a manufacturing company registered in India under the companies Act 1956) who have manufactured and type tested 765 kV*..... to the required fault level of 40kA/50kA/63kA (as applicable in case of Instrument Transformers) as per IEC/IS or equivalent standard, as on date of bid opening and as per the bid, it has offered to supply maximum quantity up to *..... nos. of 765kV*..... manufactured in the in the Manufacturer's works in India.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract"), we, the Bidder/Contractor and Indian Manufacturer do hereby declare that we shall be jointly and severally bound unto the (insert name of the Employer) for the successful performance of the 765kV*..... and shall be fully responsible for the design, manufacture, testing, supply on FOR destination site basis and supervision of erection, testing & Commissioning and successful performance of the 765kV*..... in accordance with the Contract Specifications.



- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Indian Manufacturer in particular hereby agrees to depute their technical experts from time to time to the Employer's Project site as mutually considered necessary by the Employer, Bidder/Contractor and the Indian Manufacturer to:
- (i) guarantee Quality, timely supply on FOR destination site basis.
 - (ii) guarantee Supervision of unloading at site, storage, supervision of erection, testing & commissioning and successful performance of the equipment in accordance with contract specifications
 - (iii) provide warranty obligations for four (4) years for the entire quantity to be supplied from the Indian Manufacturer.
- 2.1 The Bidder/Indian Manufacturer further undertake to supply the 765kV*..... from other qualified manufacturer who is supplying rest of 765kV*..... to meet the completion schedule without any additional liability to the Employer, in case the Indian Manufacturer, during execution of the Contract fails to meet the delivery schedule due to whatsoever reasons.
- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 4.0 As a security, the Indian Manufacturer shall apart from the Contractor's performance guarantee, furnish a Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 10% of ex-works cost of the 765kV*..... to be manufactured and supplied by the Indian Manufacturer as identified in the Contract awarded by the Employer to the Bidder/Contractor and it shall form part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Warranty/Defect Liability Period of the said 765kV*..... under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur. This shall be in addition to the Contract Performance Guarantee furnished by the Contractor.
- 5.0 We, the Bidder/Contractor and Indian Manufacturer agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

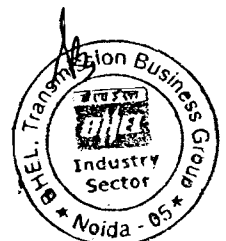
IN WITNESS WHEREOF the Indian Manufacturer and/or the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

Substation Package SS01

Single Stage- Two Envelope

associated with Green Energy Corridors, Part-B

X
Sanjoy Das
Manager (CS)



WITNESS

(For Bidder)

Signature

(Signature of the authorized representative)

Name

Office Address

Name

Common Seal of Company

WITNESS

(For Indian Manufacturer)

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s) parties.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that country shall be submitted by the bidder within ten (10) days from the date of intimation of post-bid discussion.
4. In the event the Bidder is a Indian Manufacturer then the Joint deed of undertaking shall be modified accordingly.
5. * Insert name of the respective Equipment viz., outdoor type CTs, CVTs and SAs(as applicable).



7. FORM OF JOINT DEED OF UNDERTAKING BY THE BIDDER AND 765kV EQUIPMENT MANUFACTURER TO GUARANTEE, QUALITY, TIMELY SUPPLY, PERFORMANCE AND SUPERVISION OF ERECTION, TESTING AND COMMISSIONING OF 765KV EQUIPMENT (Applicable if equipment supplied as per Route-1 of Section Project/ GTR of Technical Specification)

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Bidder/Contractor" which expression shall include its successors, executors and permitted assigns") and M/s., a Company incorporated under the laws of having its Registered Office at (hereinafter called the "Manufacturer" which expression shall include its successors, executors and permitted assigns) in favour of (insert names of the Employer), a Company incorporated under the Companies Act of 1956 having its registered office at(insert registered address of the Employer)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. for the execution of(insert name of the package alongwith project name).....

AND WHEREAS Clause No., Section, of, Vol.-... forming part of the Bidding Documents inter-alia stipulates that the Bidder and Manufacturer must fulfill the Qualifying Requirements for the 765kV*..... and be jointly and severally bound and responsible for the successful performance of the 765kV*..... offered in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated based on above stipulation and has agreed to furnish this Deed of undertaking to be enforceable in the event of the award of the Contract by the Employer.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Bidder/Contractor and Manufacturer do hereby declare that we shall be jointly and severally bound unto the (insert name of the Employer), for the successful performance of the 765kV*..... and shall be fully responsible for quality, timely supply on destination site basis, supervision of erection, testing & commissioning and successful performance of the 765kV*..... in accordance with the Contract Specifications.

Substation Package SS01

Single Stage- Two Envelope

associated with Green Energy Corridors, Part-B

X
Sanjoy Das
Manager (CS)



2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Manufacturer in particular hereby agrees to depute their technical experts from time to time to the Employer's Project site as mutually considered necessary by the Employer, Bidder/Contractor and the Manufacturer to guarantee:

- (i) Quality, timely supply on FOR destination site basis.
- (ii) Supervision of unloading at site, storage, supervision of erection, testing & commissioning and successful performance of the equipment in accordance with contract specifications

3.0** We hereby confirm that the Manufacturer has the requisite repair and maintenance facilities for the 765kV class outdoor type CT and / or CVT(whichever applicable) in India. The repair and maintenance facilities is such that the equipment can be repaired and maintained without necessitating it to be taken outside the country.

OR

We hereby confirm to supply 05% of total quantity (package-wise sum total of the outdoor type CT and / or CVT (whichever applicable) to be supplied in the respective package), rounded off to the next higher integer, subject to a minimum of 3nos. of each type and rating of outdoor type CT and / or CVT(whichever applicable) as additional spares (excluding mandatory spares) in lieu of repair and maintenance facilities for 765 kV outdoor type CT and / or CVT(whichever applicable). In case the additional spares as above and prices thereof have not been identified by us separately in our Bid, the FOR Destination Site prices for the same inclusive of all taxes and duties shall be deemed to be included in our Bid Price.

(Delete whichever is not applicable)

4.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.

5.0 We, the Bidder/Contractor and Manufacturer agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Manufacturer and the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For Bidder)

Signature

(Signature of the authorized representative)

Name

Substation Package SS01
associated with Green Energy Corridors, Part-B

Single Stage- Two Envelope



Office Address

Name

Common Seal of Company

WITNESS

(For Manufacturer)

Signature

(Signature of the authorized representative)

Name

Office Address

Name

Common Seal of Company

Note:

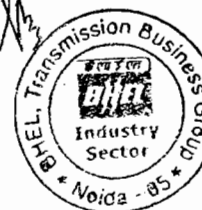
1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s) parties.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that country shall be submitted by the bidder within ten (10) days from the date of intimation of post-bid discussion.
4. In the event the Bidder is a Manufacturer then the Joint deed of undertaking shall be modified accordingly.
5. * Insert name of the respective Equipment viz., outdoor type CTs, CVTs, SAs and Disconnectors (As applicable)
6. ** Clause 3.0 is applicable only for 765kV outdoor type CT & CVT (as applicable).

Substation Package SS01.

Single Stage- Two Envelope

associated with Green Energy Corridors, Part-B

X

Sanjay Das
Manager (CS)

9. FORM OF JOINT DEED OF UNDERTAKING BY THE COLLABORATOR/ PARENT COMPANY ALONGWITH THE BIDDER/MANUFACTURER (Applicable if equipment supplied as per Route-2 for Isolator, Instrument Transformer and Surge Arrestor of Section Project/GTR of Technical Specification)

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Collaborator/Parent Company" which expression shall include its successors, executors and permitted assigns), and M/s., a Company incorporated under the laws of having its Registered Office at (hereinafter called the "Manufacturer" which expression shall include its successors, executors and permitted assigns) and Ms/., a Company incorporated under the laws of having its Registered Office at (hereinafter called the "Bidder" which expression shall include its successors, executors and permitted assigns) in favour of (*insert names of the Employer*) a Company incorporated under the Companies Act of 1956 having its registered office at(*insert registered address of the Employer*)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. for the execution of(*insert name of the package alongwith project name*).....

AND WHEREAS Clause No., Section, of, Vol.—... forming part of the Bidding Documents inter-alia stipulates that the Bidder and/or Manufacturer alongwith its Collaborator/Parent Company must fulfill the Qualifying Requirements for the *..... and be jointly and severally bound and responsible for the successful performance of the *..... offered in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated based on the collaboration/association of the Collaborator/Parent Company with the Manufacturer and as per the bid, it has offered to supply maximum up to #.....nos. *..... ("the Equipment") manufactured in the Manufacturer's works in India.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Collaborator/Parent Company and the Bidder/Contractor and/or Manufacturer do hereby declare that we shall be jointly and severally bound unto the (*insert name of the Employer*), for the successful performance of the *..... and shall be fully responsible for the design,

X

Sanjoy Das
Manager (CS)

manufacture, testing, supply on FOR destination delivery at site basis and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the *..... in accordance with the Contract Specifications.

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Collaborator / Parent Company in particular hereby agrees to depute their technical experts from time to time to the Bidder's/ Contractor's/ Manufacturer's Works/ Employer's Project site as mutually considered necessary by the Employer, Bidder/ Contractor, Manufacturer and the Collaborator / Parent Company to ensure:

- (i) Design of the Equipments manufactured in India shall be identical to the design of equipments to be manufactured and supplied by the Collaborator / Parent Company
- (ii) Adequate up gradation of the testing facilities including quality systems at Indian works
- (iii) Training to staff of Indian Manufacturer and certification to its trained personnel for carry out each activity
- (iv) Involvement and supervision during all phases of manufacturing by expert of collaborator / parent company for the Equipments
- (v) MQP of Indian Manufacturer shall be same as that of Collaborator / Parent Company
- (vi) Source of raw material / major bought out components shall be same as that of Collaborator / Parent Company
- (vii) Timely supply on FOR destination delivery at site basis. In the event, the development is taking time and not meeting time schedule, Parent Company / Collaborator shall supply all the equipments from their works to meet the completion schedule without any additional liability to the Employer.
- (viii) Supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the equipment in accordance with contract specifications
- (ix) If necessary the Collaborator / Parent Company shall advise the manufacturer / Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract.
- (x) warranty obligations for four (4) years for the entire quantity to be supplied from the Indian Manufacturer.

3.0 ** We (Bidder/Contractor) hereby confirm that our proposed Manufacturer for 765kV class outdoor type CT and / or CVT(**whichever applicable**) who is supplying outdoor type CT and / or CVT(**whichever applicable**) other than Indian 765kV outdoor type CT and / or CVT(**whichever applicable**) Manufacturer has the requisite repair and maintenance facilities for the 765kV class outdoor type CT and / or CVT(**whichever applicable**) in India. The repair and maintenance facilities is such that the equipment can be repaired and maintained without necessitating it to be taken outside the country.

OR

We hereby confirm to supply 05% of total quantity (package-wise sum total of the outdoor type CT and / or CVT(**whichever applicable**) to be supplied as balance quantity in the respective package), rounded off to the next higher integer, subject to a minimum of 3nos. of each type and rating of outdoor type CT and / or CVT(**whichever applicable**) as additional spares (excluding mandatory spares) in lieu of repair and maintenance facilities

for 765 kV outdoor type CT and / or CVT(**whichever applicable**). In case the additional spares as above and prices thereof have not been identified by us separately in our Bid, the FOR Destination Site prices for the same inclusive of all taxes and duties shall be deemed to be included in our Bid Price.

(Delete whichever is not applicable)

- 4.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 5.0 As a security, the Collaborator / Parent Company and the Manufacturer shall apart from the Contractor's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 10% of the cost of such equipment(s) manufactured in India as identified in the Contract awarded by the Employer to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period of *..... under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur. This shall be in addition to the Contract Performance Guarantee furnished by the Contractor.
- 6.0 We, the Collaborator/Parent Company/Bidder/Contractor and/or Manufacturer agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Collaborator/Parent Company, the Manufacturer and/or the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For Collaborator / Parent Company)

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company
.....

WITNESS

(For Indian Manufacturer)

X

Sanjoy Das
Manager (CS)

Signature
 Name (Signature of the authorized representative)
 Office Address Name
 Common Seal of Company

WITNESS (For Bidder)
 Signature
 Name (Signature of the authorized representative)
 Office Address Name
 Common Seal of Company

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s) parties.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/ High Commission in that country shall be submitted by the bidder within ten (10) days from the date of intimation of post-bid discussion.
4. In the event the Bidder is a Manufacturer and the Collaboration is between Collaborator/Parent Company and the Bidder, then the Joint deed of undertaking shall be modified accordingly.
5. *The name(s) of equipment viz., 765kV outdoor type CTs, CVTs , SAs and Disconnectors (as applicable) for which Joint deed of undertaking is to be submitted is to be inserted.
6. The manufacturer may be having ongoing collaboration agreement or had collaboration agreement in the past with the collaborator.
7. ** Clause 3.0 is applicable only for 765kV outdoor type CT & CVT(as applicable).

5.6 FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE [TO BE SUBMITTED BY INDIAN 765kV EQUIPMENT MANUFACTURER WHO HAVE MANUFACTURED AND TYPE TESTED 765kV EQUIPMENT(STIPULATED IN ROUTE 3 FOR INSTRUMENT TRANSFORMER AND SURGE ARRESTOR OF SECTION GTR OF TECHNICAL SPECIFICATION)] [in line with Clause 4.0 of JDU mentioned at S.No. 8 under Section-4 : Bidding Form]

Bank Guarantee No.

Date.....

NOA / Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and /or Gentlemen,

We refer to the Contract ("the Contract") vide Notification of Award Ref. No.....(insert reference no.)..... dated(insert date)..... between you and M/s (Name of Contractor), having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project).....

Whereas, the Contractor has agreed to supply the@..... #[manufactured by M/s. (Name of Manufacturer), having its Principal place of business at(Address of Manufacturer) and Registered Office at(Registered address of Manufacturer) (hereinafter referred to as the "Manufacturer"), as a pre-requisite for qualification of the Bidder /Contractor and have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the successful performance of the said equipment in accordance with the Contract Specifications and that the Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (10%) ten per cent of the cost of@..... to be supplied by the Manufacturer under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten per cent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (or Company) organized under the laws of and having its Registered / Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the cost of@..... to be supplied by the Manufacturer under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor / Manufacturer to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor / Manufacturer to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the said equipment i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Manufacturer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

This Guarantee is subject to Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that sub-paragraph (ii) of Sub-article 20(a) is hereby excluded.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. @ Insert name of the Equipment viz., 765kV outdoor type CT / CVT / Surge Arrestor(as applicable)
4. # Applicable when the Contractor is not manufacturing the equipment himself.
5. Cost of Equipment shall be Ex-works / CIF Price.
6. In case the bid is submitted by Manufacturer, either individually or as a partner of Joint Venture, the additional performance guarantee of 10% shall not be applicable
7. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end*

paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____.
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.”

Unquote



Sanjoy Das
Manager (CS)

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 forMicro / 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 S.O. 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