

TENDER ENQUIRY

Volume – IA: Technical Bid

Dear Sir,

Sealed offers are invited in two part bid by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED for the subject job. Please find enclosed tender documents as per following details:

Tender No: 1506047 Date 26-09-2015 comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.0	Supply Description	Supply, Erection, Commissioning of 30 Mtrs High Mast Light Systems with all accessories including Civil Foundation and Earthing at Manuguru site
2.0	Enquiry No	1506047
3.0	Details of Tender Document	
3.1	Volume – I A	Technical Bid
3.2	Volume - I B	General Conditions of the Contract (GCC)
3.3	Volume - II	Price Bid
4.0	Tender Due Date	<p>❖ Last date of submission of offer 12-10-2015 Time : 15.00 Hrs</p> <p>❖ Opening of Tender (Technical Bid) 12-10-2015 Time : 15.30 Hrs</p>
		<p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may depute representative to witness the opening of tender</p>
5.0	Last date for seeking clarification	<p>Date: At least 3 days before the due date of offer submission</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below</p> <p>Mr Saravana Kumar (saravan@bhelpswr.co.in)</p> <p>Ms Shubhangi (shubh@bhelpswr.co.in)</p> <p>Mr Rajib Chakraborty (rajeabc@bhelpswr.co.in)</p>

The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid shall not be entertained.

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Enquiry No: 1506047

Date: 26-09-2015

Due Date: 12-10-2015

Complete set of offer shall be sent to BHEL PSWR, Nagpur as per address given below as per following details.

I. Procedure for Submission of Tenders:

a) COVER-I (TECHNO-COMMERCIAL BID) – in sealed envelope	
A	Offer forwarding/covering letter of the Tenderer
B	Duly filled-in 'No deviation certificate' as per prescribed format. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
C	Techno-commercial offer enclosing supporting documents meeting Pre Qualifying Criteria / annexures / schedules etc as required in line with prescribed format. It shall be specifically noted that all documents as per above shall be indexed properly.
D	All volumes of tender document pertinent for the subject job including NIT together with subsequent changes in the tender, correspondences etc, signed on all pages.
E	In 'Annexure-I' bidder shall mention only 'quoted/unquoted' against each item of schedule.
b) COVER-II (PRICE BID) – in sealed envelope	
c) COVER-III All two aforesaid covers in sealed condition shall be enclosed in this cover. All covers shall be super-scribed with <ol style="list-style-type: none"> Cover No. Details of enclosed Covers Name of the job, tender document no. & due date of submission. ALONG WITH NAME & COMPLETE ADDRESS (FAX NO. CONTACT NOS) OF BIDDER and should be addressed to AGM / Purchase Bharat Heavy Electricals Limited PSWR Shree Mohini Complex 345 Kingsway Nagpur – 440001 Maharashtra 	

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

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II. SPECIAL NOTE:

1. Bidders' offer documents shall be paginated, signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory. Offer shall be properly filed. Loose papers or improper file shall not be considered for evaluation

All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

2. BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
3. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
4. You are free to visit the site and study the prevailing site condition including law & order etc. before quoting, if applicable.
5. BHEL may decide holding pre-bid conference (PBC) with any/ all the intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
6. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per PQR (as applicable), Product Technical Specifications, past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
7. While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
8. Earnest Money Deposit (EMD):
 - ❖ Refundable, Non-interest bearing EMD of Rs. 1,00,000 is applicable for these Enquiries. EMD shall be paid Only by Account Payee Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Nagpur along with the technical bid.
 - ❖ EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer. EMD of successful bidder shall be returned after submission of PBG. EMD shall not carry any interest.
9. **Order Of Precedence:**

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

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid – Volume - II
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. General Conditions of Contract (GCC) —Volume-1B

- ❖ It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format' etc may undergo change from time to time and the latest one shall be followed.
- ❖ The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification - List of Banned Firms).
- ❖ Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link:
http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf

Thanking you,

for Bharat Heavy Electricals Ltd

AGM/Purchase

Signature & Seal of the Bidder

III. Instructions for filling the Price Bid:

1. Bidders' rate shall be exclusive of all taxes and duties.
2. Packaging and Forwarding cost shall be included in Basic Cost.
3. Transit Insurance is in the scope of Supplier and shall be included in freight. Supplier shall insure at his cost the goods for all transit risk.
4. Octroi/Entry tax, if any shall be paid by BHEL on submission of original receipts.
5. Prices to be quoted in **INR** only.
6. Bidder must quote the price elements mentioned in price schedule, if any element left blank shall be construed as the price is included in all inclusive F.O.R price.
7. Bidder shall fill the rates only in the Price format given by BHEL in Volume - II. Other papers or documents inscribing the rates of equipment shall not be considered for price evaluation.

IV. Technical Specifications of High Mast Light

For Supply of High Mast Light to Manuguru

Quantity Required: 12 Nos.

Consignee Site: Manuguru Site

1. Scope:

1) The brief scope of work shall include

- a) Design, engineering, manufacturing, supply, dispatch to site with transit insurance, receipt at site, storage, handling, erection, testing and commissioning of lighting mast, complete in all respects including luminaries at 4x270MW Manuguru Project, India as detailed below. These shall be complying with the Technical Specifications, as detailed below.
- b) All necessary civil works including design, engineering, construction of foundation, hardware etc.
- c) BHEL shall provide power supply. The bidder shall carry all further necessary power distribution.
- d) The location of lighting mast / tower shall be decided at site and bidder has to comply with the same.

2. TECHNICAL SPECIFICATION:

01. Supply of 30 Meters High Mast system with all accessories including but not restricted to the following.
 - a) Mast shaft in two or three sections, hot dip galvanized and suitable for wind velocity as per IS 875 part 3.
 - b) Head frame, steel wire rope of min, 6mm dia., double drum winch.
 - c) Galvanized Lantern carriage arrangement suitable for 12 nos. Luminaries & its control gear Boxes and Lighting finial.
 - d) Integral power tool installed inside base compartment for its operation.
02. Supply of 12 nos. non-integral 2x400 watts High Pressure Metal Halide floodlight luminaires with two nos. 400 W High Pressure Metal Halide Lamps in each luminaire and required control gear boxes suitable for operation on 230V, 50HZ, a.c. supply.
03. Supply of twin dome aviation obstruction light with 2 nos LED lamps. Make and details about the aviation obstruction light shall be furnished with the offer.
04. Supply of control panel housing control circuit for the operation of the mast, precision timer for automatic On/Off control and required controls for the power tool motor.

05. WINCH

The winch shall be of completely self-sustaining type, without the need for brake shoe, springs of clutches. Driving spindle of the winch shall be locked when not in use. The capacity, operating speed, safe working load, recommended lubrication and serial number of the winch shall be clearly marked on the winch.

The winch drum shall be grooved to ensure perfect seat for stable and tidy rope lay, with no chances of rope slippage. The rope termination in the winch shall be such that distortion is eliminated and at least 5 to 6 turns of rope remains on the drum even when the lantern carriage is fully lowered and rested on the rest pads. It should be possible to operate the winch manually by a suitable handle in-case of problem with electrically operated tool.

06. HEAD FRAME

The head frame, which is to be designed as a unit of the mast, shall be of welded steel construction, galvanised both internally and externally after assembly. The top pulley shall be of appropriate diameter, large enough to accommodate the stainless steel wire rope and the multicore electric cable. The pulley block shall be made of non-corrodible material, and shall be of die cast Aluminium Alloy. Pulley made of synthetic Materials such as Plastic or PVC is not acceptable. Self-Lubricating bearings and stainless steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period. The pulley assembly shall be protected by a canopy galvanized internally and externally, close fitting guides and sleeves shall be provided to ensure that the ropes and cables do not get dislodged from their respective positions in the grooves. The head frame shall be provided with guides and stops with PVC buffer for docking the lantern carriage.

07. LANTERN CARRIAGE

A fabricated MS hot dip galvanized lantern carriage shall be provided for mounting of luminary arm assemblies. The diameter of the lantern carriage shall not be less than 1200 mm.

08. STAINLESS STEEL WIRE ROPES

The High Mast Light has an optimally balanced system for raising and lowering of the luminaries. The suspension system shall be of non-corrodible stainless steel of AISI 316 or better grade. The stainless steel wire ropes shall be of suitable size, the central core being of the same material. The overall diameter of the rope shall not be less than 6mm. Continuous length of stainless steel wire ropes shall be used in the system. There shall be no intermediate joints/ terminations, either bolted or any other type, on the wire ropes.

09. ELECTRICAL SYSTEM, CABLE AND CABLE CONNECTIONS

A suitable terminal box shall be provided at the base compartment of the high mast for terminating the incoming cable. The electrical connections from the bottom to the top shall be made by special trailing cable. Size of the cable shall be minimum 5 core 2.5 sq.mm. Copper. At the top there shall be weather proof junction box to terminate the trailing cable. Connections from the top junction box to the individual luminaries shall be made by using 3 core 1.5 sqmm Copper flexible PVC cables of reputed make. The system shall have inbuilt facilities for testing the luminaries while in lowered position. Also suitable provision shall be made at the base compartment of the mast to facilitate the operation of internally mounted, electrically operated power tool for raising and lowering of the lantern carriage assembly. The trailing cable of the lantern carriage rings shall be terminated by means of metal clad, multi-pin plug and socket provided in the base compartment to enable easy disconnection when required.

The fitting and control gear boxes offered should be suitable for outdoor application and properly sealed to prevent rain water entry.

10. Luminaries and Lamps

The luminaries and lamp should be of Phillips, Bajaj, GE, Wipro, Crompton Greaves, of any other equivalent make certified by ISI.

11. POWER TOOL FOR THE WINCH:

A suitable, high-powered, electricity driven, internally mounted power tool, with manual over ride shall be supplied for the raising and lowering of the lantern carriages for maintenance purpose. The speed of the power tool shall be to suit the system. The power tool shall be single speed, provided with a motor of the required rating. The power tool shall be supplied complete with suitable control. The capacity and speed of the electric motor used in the power tool shall be suitable for the lifting of the design load installed on the lantern carriage. The power tool mounting shall be so designed that it will be not only self-supporting but also aligns the power tool perfectly with respect to the winch spindle during the operations. Also, a handle for the manual operation of the winches in case of problems with the electrically operated tool shall be provided.

12. LIGHTING ARRESTOR:

One number heavy duty hot dip galvanized lighting spike rod shall be provided for each mast. The lightning spike rod shall be minimum 1.2 M in length and shall be provided at the centre of the head frame. It shall be bolted solidly to the head frame to get a direct conducting path to the earth through the mast.

13. AVIATION OBSTRUCTION LIGHT:

Suitable Aviation Obstruction Lights of reliable design and reputed manufacturer shall be provided on top of each mast.

14. EARTHING TERMINALS:

Suitable earth terminals (Minimum 04 Nos.) shall be provided at a convenient location on the base of the mast, for lighting and electrical Earthing of the mast and Including Earth Links up to each Earth Pits.

15. CONTROL PANEL:

Incoming TPN Switch Fuse Unit with HRC fuses or MCCB of suitable current rating, incoming/outgoing terminals and control for the power motor, suitable digital timer of reputed make, with necessary contactors, wiring for ON/OFF control of the lamps shall be provided in the control panel.

16. RESTING STOPPERS:

Necessary arrangements shall be made to rest the lantern carriage on the stoppers in lowering position. The stoppers should be capable of withstanding the mast weight.

17. Any other items not described above but required for satisfactory performance of the illumination system are deemed to have been included in the scope of the bidder / contractor at no extra cost implication to owner.

3. Quality Requirement:

Test certificate shall be furnished by the contractor, obtained from the original equipment manufacturer (OEM) for each winch including wire rope, in support of the minimum load operated by the winch.

3.1 Bidder to submit the following information along with the offer:

1. Technical details of the mast & accessories offered.
2. List of clients whom similar masts have been supplied in past and present order in hand.
3. Minimum & maximum lux level.
4. Types of luminaries offered.
5. Quality Plan
6. Product Catalogue along with detail specification of item.

3.2 Bidder to submit the following documents at the time of delivery:

1. Operation & Maintenance Manual.
 2. Technical details of the High Mast Light System mentioning technical specification of the all the equipment & Accessories used in the High Mast Light system.
 3. Manufacturer Test Certificate.
 4. Warrantee Certificate.
4. Warranty Terms
- ❖ Minimum 12 months from the date of commissioning or 18 months from the date of supply, whichever is later.

5. Delivery Schedule:

- ❖ As per Annexure - I

6. Payment Terms:

- ❖ 80% payment of Supply value shall be made within 45 days from the date of receipt of material at destination and on submission of Invoice along with complete set of requisite documents to BHEL-PSWR Hqr., Nagpur.
- ❖ Balance 20% payment for Supply and 100% for Erection and Commissioning shall be released within 15 days on submission of "Performance Bank Guarantee (PBG - confirmed by Issuing bank) which is valid for 30 days beyond the Warranty period by supplier from any of the consortium Banks of BHEL, for 10% of total PO value in prescribed format" and "certification by BHEL Engineer". PBG confirmation charges shall be borne by vendor.

7. Inspection Requirements:

Supplier shall arrange for pre-dispatch inspection at their works/store/factory. Bidders quoted rates shall be inclusive of all necessary arrangements for pre-dispatch inspection at supplier's end. Pre-dispatch inspection call shall be raised 7 days in advance for complete set of instrument

For Dispatch of material, clearance shall be obtained by supplier from BHEL. Delivery schedule also includes pre dispatch inspection. Even if any rework has to be carried by supplier after inspection, it has to be completed within the delivery schedule mentioned above.

8. Contract Execution Bank Guarantee (CEBG)

The successful bidder has to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of PO ~~but before L/C opening~~. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any consortium bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.

CEBG shall be kept valid until 30 days after the due date of delivery as per Purchase Order. In case of delay in delivery by supplier, CPBG shall be extended by supplier till the date of expected delivery until delivery is completed.

If supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by supplier

V. Pre-Qualification Criteria for Manuguru Site

QUALIFICATION REQUIREMENT FOR MANUGURU SITE			
S. NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document.
A	<p><u>Technical</u></p> <p>Bidder must have executed following works in the last TWO (2) years as on latest date of bid submission:-</p> <p>Bidder must have supplied at least 8 numbers of High Mast Light of 20 Meters or above height against a maximum of two Purchase Orders (to any Government, Semi Government/ or any Customer)</p>	APPLICABLE	
B	<p><u>Financial Turnover:</u></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of Rs.36 Lakhs or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15 OR 2011-2012, 2012-2013, 2013-14 if Annual Accounts for FY 2014-15 are not audited.</p> <p>Bidder should furnish audited accounts details to establish above. If auditing is not mandatory as per IT Rule SEC-44AB, Bidder should submit Balance sheet & Profit & Loss account certified by Chartered accountant along with IT return form.</p>	APPLICABLE	
C	<p><u>Price Bid Opening</u></p> <p>Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to B</p>		BY BHEL

Explanatory Notes for QR

- A. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against B above along with all annexures
- B. In case of audited Financial statements have not been submitted for all the three years as indicated against B above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three
- C. The word “supplied” means the bidder should have achieved the criteria specified in the QR-A even if the total contract has not been completed or closed
- D. Bidder shall submit above Pre-Qualification criteria format, duly filled-in, specifying respective annexure number against each criteria and furnish relevant document inclusive of Purchase order (wherein PO no., date, PO Value etc. is legible) along with proof of completion (i.e.- Completion Certificate/ Copy of Invoices of executed order/ LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) etc in the respective annexures in their offer in support of PQR

VI. TECHNO-COMMERCIAL TERMS & CONDITIONS (TCC) & COMPLIANCE STATEMENT FOR MANUGURU

1. Product quoted by bidder should meet technical specification mentioned.
2. Prices shall be valid for **90 Days** from the date of opening of technical bid.

S.No	Description of T & C	Bidder's Comments
1.	Place of delivery	<input type="checkbox"/> Accepted (or) <input type="checkbox"/> Not Accepted
2.	Delivery period	<input type="checkbox"/> Accepted (or) <input type="checkbox"/> Not Accepted
3.	Payment terms	<input type="checkbox"/> Accepted (or) <input type="checkbox"/> Not Accepted
4.	General Conditions of the Contract (GCC)	<input type="checkbox"/> Accepted (or) <input type="checkbox"/> Not Accepted
S.No	Description of T & C	Terms & Conditions as Quoted in this Tender
5.	Excise Duty/CVD	<input type="checkbox"/> Included (or) <input type="checkbox"/> Extra (or) <input type="checkbox"/> Not Applicable
6.	Excise / CVD Invoices	<input type="checkbox"/> Shall be provided <input type="checkbox"/> Shall not be provided (Invoice should contain ECC details of supplier and buyer. BHEL ECC and TIN details shall be contained in purchase order)
7.	CST/ VAT Without Concessional Forms "C" / "D" (% RATE)	<input type="checkbox"/> VAT (or) <input type="checkbox"/> CST <input type="checkbox"/> Included (or) <input type="checkbox"/> Extra (or) <input type="checkbox"/> Not Applicable
8.	Test Certificates	<input type="checkbox"/> Shall be provided <input type="checkbox"/> Shall not be provided
9.	Guarantee/Warranty Certificate	<input type="checkbox"/> Shall be provided <input type="checkbox"/> Shall not be provided
10.	MSME Certificate	<input type="checkbox"/> Attached (or) <input type="checkbox"/> Not Attached (or) <input type="checkbox"/> Not Applicable
11.	Manufacturing Facility Address	

VII. Evaluation Criteria, Loading Criteria and Payment Terms :

1. **Tenders** will be evaluated on the basis of delivered cost, i.e. total cost to the BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc. (i.e. CENVAT credit of Excise duty/CVD/Service Tax & VAT credit). Combined value of Supply and Erection & Commissioning will be considered for evaluation.

2. **Loading Criteria**

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for noncompliance of BHEL standard commercial terms.

A. Liquidated Damages/Penalty:

- ❖ LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
- ~~❖ In case bidder is not accepting the penalty clause for delayed supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder during price bid evaluation.~~

B. For noncompliance of standard Terms of payment (For Indigenous Purchase Orders)

- ❖ Base rate of State Bank of India (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 bidders.
- ~~❖ On account of payment through LC, if insisted by bidder, all LC related Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.~~

3. **Payment:**

- ❖ All Invoices shall be addressed to the Manuguru sites and Payment will be released by the site.

Note:

- ❖ For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account.
4. Equipment should be delivered on "Door Delivery Basis" at destination (as per Annexure - I). Freight and other relevant charges should be included in the quotation by the tenderer for this purpose. Offers other than F.O.R. Destination Basis will not be accepted by BHEL

VIII. Reverse Auction Terms & Conditions

BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

1. Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
2. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
4. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
5. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
9. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
10. Reverse auction will be conducted on scheduled date & time.
11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
12. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
13. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
14. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
17. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process

IX. CERTIFICATE OF NO DEVIATION

TENDER SPECIFICATION No. : 1506047

I/WE, M/s

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

I/WE ALSO HEREBY CONFIRM ANY TERMS AND CONDITIONS RECORDED/SET BY US IN ANY PART OF THE TENDER AND ITS RELATED REFERENCE ARE CONSIDERED NULL AND VOID AND WITHDRAWN BY US.

SIGNATURE OF THE TENDERER

DATE:

BHARAT HEAVY ELECTRICALS LIMITED: PSWR, NAGPUR

Enquiry No: 1506047

Date: 26-09-2015

Due Date: 12-10-2015

X. CHECK LIST

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1.	Name and Address of the Tenderer		
2.	Details about type of the Firm/Company		
3.	Details of Contact person for this Tender	Name : Mr/Ms _____ Designation: _____ Telephone No: _____ Mobile No: _____ Email Id- _____	
		Bidders' Offer Page No	Bidder Reply
4.	Whether the format for compliance with PRE QUALIFICATION REQUIREMENT is understood and filled with proper supporting documents referenced in the specified format.		YES / NO
5.	Copy of executed Purchase Orders along with Proof of Completion to satisfy PQR		YES / NO
6.	Audited Profit and Loss Account for the last three years		YES / NO
7.	Whether all pages of the Tender documents are read, understood and signed with company seal.		YES / NO
8.	No Deviation Certificate duly signed with company seal.		YES / NO
9.	Techno-Commercial Terms & Conditions (TCC) sheet filled & duly signed with company seal.		YES / NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Signature & Seal of the Bidder

XI. ANNEXURE – I**DELIVERY SCHEDULE****A Manuguru**

- ❖ Material shall be despatched to site on FOR destination basis within 30 days from date of receipt of PO. Material to be despatched only after obtaining despatch clearance from BHEL. Delivery schedule also includes pre dispatch inspection. Bidders are requested to intimate BHEL 5 days in advance for Inspection.
- ❖ Installation and commissioning shall be completed within 60 days from date of receipt of P.O. or 30 days from date of clearance for Erection and commissioning activity whichever is later.

DESTINATION DETAILS

Sl. No.	Consignee Address (Destination)	Quantity (in nos.)
1.	BHEL SITE OFFICE - MANUGURU 4x270 MW BHADRADRI TPS VILLAGE-RAMANUJAWARAM, POST-MANUGURU, DISTT.-KHAMMAM PIN – 507117, TELANGANA	12

Signature and Seal of the Bidder

XII. Annexure - II

BANK GUARANTEE FOR CONTRACT EXECUTION BANK GUARANTEE & WARRANTY PERIOD

B.G. NO.

Date:

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at <Address of Power Sector Region¹> hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < P.O. REF & Date> (hereinafter referred to as "the contract") for < Name of Work> with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or

Signature & Seal of the Bidder

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undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (3 months more than the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them

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notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -- -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- (3 Months more than the validity date) we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at < **Name of place**²> only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank

(Designation of the Authorized Person Signing the Guarantee)

(Signatory No. -----)

DATED:

SEAL