

**BHARAT HEAVY ELECTRICALS LTD.****(TRANSMISSION BUSINESS GROUP)****TERMS AND CONDITIONS FOR INDIGENOUS TENDER ENQUIRY**

This Format is to be submitted in original duly signed by bidder. Deviation, if any, is to be brought out clearly in Schedule of Commercial Deviation giving clause-wise deviation. Any condition / clarification / deviation mentioned elsewhere may not be accepted.

Sr. No.	Standard Terms & Conditions	Enquiry No.- 254E267 Dated 26.03.15
1.	<p><b>INSTRUCTION TO BIDDERS:</b></p> <p>a) Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures. Corrections or additions must be clearly written both in words and figures and attested, otherwise offer shall be liable for rejection.</p> <p>b) Bidder must ensure that their quotation is received / dropped in the tender box on or before 14:00 Hrs of the due date of opening.</p> <p><b><u>Material Management Division</u></b></p> <p><b><u>Transmission Business Group</u></b></p> <p><b><u>Tower A, 5th Floor, BHEL, Advant Navis IT Business Park</u></b></p> <p><b><u>Plot No 7, Sector - 142, Express way Noida</u></b></p> <p><b><u>Noida -201305</u></b></p> <p><b><u>DISTT- GAUTAM BUDH NAGAR, UP</u></b></p> <p>c) The same shall be opened at 14:30 Hrs. on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>d) Bids are to be submitted in Two parts:</p> <p>i) Techno-commercial bid (Part-I): To be submitted in duplicate. A copy of price bid (Part-II) "without prices" is also to be enclosed in Part-I bid.</p> <p>ii) Bidder to strictly ensure submitting the price bids in BHEL format of Rate Contract or as per project requirement.</p> <p>iii) Price bid (Part-II): To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words shall prevail over figure. Further in case of difference between unit rate &amp; total price, unit rate in words shall prevail over total price.</p> <p>Both Part-I and Part-II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and superscribed with enquiry no., item / package name, project name (if any) and due date of opening.</p> <p>e) For any technical clarification please contact :</p>	

Sr. No.	Standard Terms & Conditions <span style="float: right;">Enquiry No.- 254E267 Dated 26.03.15</span>
	<p>Shri P L Kadhala, DGM (TBEM)  <b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>TRANSMISSION BUSINESS GROUP</b>  <b>TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,</b>  <b>PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA,</b>  <b>NOIDA-201305,</b>  <b>DISTT- GAUTAM BUDH NAGAR, UP, INDIA</b>  <b>Phone : 0120 – 6748552</b>  <b>E-mail : plkadhala@bhel.in</b></p> <p><u>For any Commercial clarification, please contact:</u></p> <p><b>SH. S.C. SHIVHARE, SR. MGR.(TBMM)</b>  <b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>TRANSMISSION BUSINESS GROUP</b>  <b>TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,</b>  <b>PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA,</b>  <b>NOIDA-201305,</b>  <b>DISTT- GAUTAM BUDH NAGAR, UP, INDIA</b>  <b>Phone : 0120-6748473 / 0120-6748471</b>  <b>Email: <a href="mailto:shashirai@bhel.in">shashirai@bhel.in</a> / <a href="mailto:scshivhare@bhel.in">scshivhare@bhel.in</a> / <a href="mailto:a.kumar@bhel.in">a.kumar@bhel.in</a></b></p> <p>f) Price bid should contain only rates / prices, otherwise bid shall be liable for rejection.</p> <p><b>g) Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted 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 blacklisting of vendor.</b></p> <p>h) Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material:</p> <p>There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion Commercial Terms and Conditions mentioned herein shall be applicable &amp; for Site execution portion Terms and Conditions for Installation services shall be applicable. However, any breach in either of the contracts shall be deemed as the breach of other contract also.</p>
2.	<p><b>PRICES:</b></p> <p>A. The prices to be quoted are with PVC with following formula :</p> <p><b>PVC as per IEEMA as applicable as on date of dispatch. Present PVC formula as per Annexure – II.</b></p> <p>The base indices in the formula shall be of first notification of IEEMA of the month one Month prior to Scheduled Techno – Commercial Bid opening. The date of delivery shall be P. O. Delivery Date or Date of Actual Dispatch, whichever is earlier.</p> <p>B. The prices shall be quoted by the vendors considering below:</p> <p>ADB Funded Project. ED exempted against EDEC.</p> <p>B1. Excise Duty: Exempted against EDEC.</p> <p>C. The prices are to be quoted on Ex-works basis. The break-up of prices shall be as</p>

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	<p>under : -</p> <p>a) <b>Ex-works Price:</b> Ex-Works price including packing &amp; forwarding Charges.</p> <p>b) <b>Excise Duty:</b> Exempted against EDEC.</p> <p>c) <b>Sales Tax:</b> ST / VAT / CST (against C form) as applicable to be quoted extra as percentage in un-priced and price bid. In case of inter-state sale-in-transit supplier/vendor will have to provide E1/E2 form.</p> <p>d) <b>Entry tax / Octroi Charges:</b> Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p>e) <b>Freight &amp; Insurance:</b> Freight and Transit Insurance for door delivery up to destination/site is to be quoted.</p> <p>Note: The purchase order shall be placed on Ex-works basis.</p> <p><b>“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 RA.</b></p> <p><b>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.”</b></p> <p>Further to above clause, please refer attached Annexure II for Terms &amp; Conditions Of Reverse Auction Page 1 &amp; 2)</p>	
3.	<p><b>TERMS OF PAYMENT:</b></p> <p>100% payment along with taxes, duties, Freight &amp; Insurance within 60 days (45 days for MSE Vendor) from the date of receipt of complete invoice <b>in TBG, BHEL</b> with following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> <li>• LR duly endorsed in the name of Customer by BHEL-Site</li> <li>• Material Receipt certificate issued by Site as per attached format</li> <li>• Excise invoice (where ED re-imbursement is required)</li> <li>• Packing List (Case-wise)</li> <li>• Copy of Performance Bank Guarantee</li> <li>• Transit insurance Certificate from insurance Comp or intimation of Transit Insurance duly endorsed by insurance Comp.</li> <li>• MICC issued by BHEL</li> <li>• Guarantee Certificate</li> </ul>	

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4.	<b>INTEREST LIABILITY:</b> In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.
5.	<b>GUARANTEE:</b> The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.
6.	<b>PERFORMANCE BANK GUARANTEE:</b> Supplier shall submit BG within 30 Days of P.O. placement for a value of 2% of Ex-works value of Purchase Order Rev-0 and valid for a period of 18 months + 3 months claim period (i.e. Total 21 months) from the date of last delivery. Further BG shall be released only after ensuring submission of documents as per clause 3.5 of Technical specification (Final Engineering Documentation).
7.	<b>FINAL ENGINEERING DOCUMENTATION:</b> Final Engineering Documentation (clause No. 3.5 of Tech Spec No. TB 368 618-006 Rev 00) as called in the specification is to be submitted within 3 months from the date of dispatch of material. Bank Guarantee pertaining to Purchase Order shall be released only after certification of documents submission as per Clause No. 3.5 of Tech Spec No. TB 368 618-006 Rev 00.
8.	<b>INSPECTION:</b> BHEL / customer / Third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL.  Supplier shall send inspection call on prescribed format only, with an advance notice of 15 days. Vendor shall forward all inspection and test reports for issue of MICC by BHEL.  Road Permit Form request should also be given along with Inspection call.
9.	<b>DESPATCH DOCUMENTS:</b>  Following despatch documents are to be immediately sent to purchaser on despatch: <ul style="list-style-type: none"> <li>• Copy of LR</li> <li>• Packing List (Case-wise)</li> <li>• Insurance Certificate</li> <li>• Guarantee Certificate</li> </ul>
10.	<b>DELIVERY PERIOD:</b> Bidder to specify the delivery period in weeks from the date of LOI / PO in the Activity Schedule Format enclosed with enquiry. Time for conduction of type test, if required, is to be separately indicated. Note: LR date or Invoice date whichever is later shall be considered as delivery date.

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11.	<b>DELAYED DELIVERY:</b> In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value of Delayed Lot per week or part there-of subject to maximum of 10% Ex-Works Value of Delayed Lot will be levied.
12.	<b>VALIDITY:</b> The offer shall be valid for 120 days from the due date of opening.
13.	<b>QUANTITY VARIATION:</b> <b>As per Technical Specification TB 368 618-006 Rev 00</b>
14.	<b>ACCEPTANCE / REJECTION OF TENDER:</b> BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.
15.	<b>EVALUATION:</b> Comparative statement shall be prepared based on total quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.
16.	<b>DEVIATION:</b> 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 as per Loading Criteria for identified deviations mentioned in clause No. 25.
17.	<b>ARBITRATION:</b> All cases of disputes emanating from and relating to this contract shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person nominated by him(including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) to act as sole arbitrator. The arbitration shall be in accordance with 'The Arbitration and Conciliation Act 1996' and the rules there under as amended from time to time. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final & binding upon both the parties.  The venue of arbitration shall be Delhi.
18.	<b>LEGAL SETTLEMENT:</b> Subject to clause 17 hereinabove this contract shall be subject to exclusive jurisdiction of courts at Delhi.
19.	<b>SUBCONTRACTING :</b> In case further subcontracting of BHEL order 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 of the responsibility of fulfilling BHEL purchase order requirements.
20.	<b>RISK PURCHASE :</b> In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.

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21.	<b>ADJUSTMENT OF RECOVERY :</b> Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
22.	<b>FORCE MAJEURE CONDITION :</b> If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.
23.	<b>TECHNICAL SPECIFICATION :</b> <b>G. I .Structures for Transmission Line : TB 368 618-006 Rev 00</b>
24.	<b>QUALITY PLAN :</b> For Projects from PGCIL & NTPC, the standard QAP of G.I. Lattice Structures of respective customer would be applicable. For other projects supplier to take confirmation from BHEL regarding applicability of quality plan.
25	<b>LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:</b> <b><u>25.1.TERMS OF PAYMENT:</u></b> If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per “Terms of Payment” at sr. No. 3 above, loading to be done as follows: a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. b) 60 days - No loading <b><u>25.2. DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</u></b> Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause. <b><u>25.3 GUARANTEE:</u></b> Normally BHEL will not accept deviation against this clause and offer may be ignored on this deviation, however If the offered guarantee period is less than the tender guarantee period the ex- works prices shall be loaded for the difference in the period ( higher of the difference with respect to guarantee required from date of delivery and date of commissioning) @ 2.5 % per year for number of months( fractional months to be rounded off to next higher)
26	“MSE suppliers can avail the intended benefit only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure - III) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bid at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents”.
27	<b>Pre- Qualification Criteria:</b> a) Documentary evidence to have a minimum experience of 5 (Five) years for supply of respective items. b) Performance Certificate for equipments to be in operation for a period of two years

Sr. No.	Standard Terms & Conditions <span style="float: right;">Enquiry No.- 254E267 Dated 26.03.15</span>
	<p>as on date of opening of bid indicating order No. &amp; Date, ordered quantity and the quantity for which performance certificate issued from Electricity Boards/ Power Grid/ Transmission utility.</p> <p>c) 100 % quantity covered in the contract have been manufactured and supplied in any one year during the past three years by the vendor.</p>

**Terms & Conditions of Reverse Auction**

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.



10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

# Annexure - II



501, Kakad Chambers P +91 22 2493 0532  
132, Dr. A. B. Road, Worli F +91 22 2493 2705  
Mumbai 400 018 E [mumbai@ieema.org](mailto:mumbai@ieema.org)  
India W [www.ieema.org](http://www.ieema.org)

IEEMA/PVC/TLT/2010 (R-1)

Effective from: 1<sup>st</sup> April 2014

## PRICE VARIATION CLAUSE FOR TRANSMISSION LINE TOWERS

The price quoted/confirmed is based on the input cost of raw materials/components and labour cost as on the date of quotation and the same is deemed to be related to prices of raw materials and all India average consumer price index number for Industrial workers as specified in the price variation clause given below. In case of any variation in these prices and index numbers, the price payable shall be subject to adjustment, up or down in accordance with the following formula:

(A) Transmission Line Tower with both Heavy and Light angles — for Lattice Structure

$$P = \frac{P_0}{100} \left( 11 + 32 \frac{SBLR}{SBLR_0} + 25 \frac{SBIR}{SBIR_0} + 09 \frac{Zn}{Zn_0} + 23 \frac{W}{W_0} \right)$$

(B) Transmission Line Tower with only Heavy angles

$$P = \frac{P_0}{100} \left( 11 + 57 \frac{SBLR}{SBLR_0} + 09 \frac{Zn}{Zn_0} + 23 \frac{W}{W_0} \right)$$

(C) Transmission Line Tower with only Light angles — for Pipe Structure

$$P = \frac{P_0}{100} \left( 11 + 57 \frac{SBIR}{SBIR_0} + 09 \frac{Zn}{Zn_0} + 23 \frac{W}{W_0} \right)$$

Wherein,

P = Price payable as adjusted in accordance with the above formula.

P<sub>0</sub> = Price quoted/confirmed.

SBLR<sub>0</sub> = Price of Steel Blooms- Retail (refer notes)

This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

SBIR<sub>0</sub> = Price of Steel Billets- Retail (refer notes)

This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

IEEMA/PVC/TLT/2010/Page 1 of 3

Delhi	Bangalore	Kolkata
Rishyamook Building, First Floor	204, Swiss Complex	503 A, Oswal Chambers
85 A, Panchkulan Road	33, Race Course Road	2, Church Lane
New Delhi 110001	Bangalore 560001, India	Kolkata 700001, India
P +91 11 2336 3013/ 14	P +91 80 2220 1316/18	P +91 33 6500 7855
F +91 11 2336 3015	F +91 80 2220 1317	F +91 33 2213 1326
E <a href="mailto:delhi@ieema.org">delhi@ieema.org</a>	E <a href="mailto:bangalore@ieema.org">bangalore@ieema.org</a>	E <a href="mailto:kolkata@ieema.org">kolkata@ieema.org</a>
W <a href="http://www.ieema.org">www.ieema.org</a>	W <a href="http://www.ieema.org">www.ieema.org</a>	W <a href="http://www.ieema.org">www.ieema.org</a>

Indian Electrical & Electronics Manufacturer's Association

$Zn_0$  = Price of Electrolytic high grade zinc (refer notes)

This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

$W_0$  = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001 = 100) (Refer notes)

This Index number is as applicable on the first working day of the month, three months prior to the date of tendering.

For example, if date of tendering falls in May 2014, the applicable prices of Steel Bloom-Retail (SBLR<sub>0</sub>), Steel Billets-Retail (SBIR<sub>0</sub>) and Zinc (Zn<sub>0</sub>) should be for the month April 2014 and all India average consumer price index number (W<sub>0</sub>) should be for the month of February 2014.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC)/TLT-2014/\_/\_ one month prior to the date of tendering.

SBLR = Price of Steel Bloom-Retail (refer notes)

This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.

SBIR = Price of Steel Billets-Retail (refer notes)

This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.

Zn = Price of Electrolytic high grade zinc (refer notes)

This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001 = 100) (refer notes)

This index number is as applicable on the first working day of the month, four months prior to the date of delivery.

For example, if date of delivery falls in December 2014, the applicable prices of Steel Bloom-Retail (SBLR), Steel Billets-Retail (SBIR) and Zinc (Zn) should be for the month October 2014 and all India average consumer price index number (W) should be for the month of August 2014.

The date of delivery is the date on which Transmission line towers are notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

Notes: (a) All prices of raw materials are exclusive of modvatable excise/CV duty amount and exclusive of any other central, state or local taxes; octroi etc.

(b) All prices are as on first working day of the month.

(c) The details of prices are as under:

1. The prices of Steel Bloom-Retail are the average Retail price of Blooms of size 150 x 150 mm of all cities in Rs/MT; as published by Joint Plant Committee (JPC), Kolkata. **Heavy angles of size above 110mm x 110mm are deemed to be related to this price.**
2. The prices of Steel Billet-Retail are the average Retail price of Billets of size 100 mm of all cities in Rs/MT; as published by Joint Plant Committee (JPC), Kolkata. **Light angles of size below & including 110mm x 110mm are deemed to be related to this price.**
3. The price of Electrolytic high grade zinc (in Rs/MT) is ex-works price as quoted by a primary producer.
4. Cost weightage of re-rolling/conversion charges is included in Labour cost weightage (W)

  
Deputy Director General

**SCHEDULE OF COMMERCIAL DEVIATION**

Ref: TBMM/GILS-TRANSMISSION LINE / MPPTCL , ENQUIRY NO. 254E267

This Format is to be submitted in original duly signed by bidder.

The following are the deviations/variations/exceptions from the Terms and Conditions :-

SL. NO.	CLAUSE NO. OF 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 Terms and Conditions.

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

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

Place : .....  
Date : .....

Signature of the authorised representative of

Bidder's name :.....  
Designation:.....  
Company Seal:.....

**SCHEDULE OF TECHNICAL DEVIATION**

Ref: TBMM/GILS-TRANSMISSION LINE / MPPTCL , ENQUIRY NO. 254E267

This Format is to be submitted in original duly signed by bidder.

The following are the deviations/variations/exceptions from the Terms and Conditions :-

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

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

Place : .....  
Date : .....

Signature of the authorised representative of

Bidder's name :.....  
Designation:.....  
Company Seal:.....

PROJECT :- MPPTCL BAAAAALAGHTA, BADNAWAR, BHOPAL,NAGDA,CHHEGOAN  
ITEM:- LATTICE STRUCTURE (TRANSMISSION LINE)

Enquiry No \*254E267

SCHEDULE OF PRICE  
Date:- 26/03/15

SL. NO.	DESCRIPTION OF ITEM (As per Tech Spec. TB 368 618 006 Rev -00)	UNIT	QUANTITY	UNIT PRICE EX. WORKS (Rs.)	TOTAL EX. WORKS (Rs.)	UNIT FREIGHT & INSURANCE UP TO SITE (Rs.)	TOTAL FREIGHT & INSURANCE UP TO SITE (Rs.)	ED (EXEMPTED) (Rs.)	CST/VAT/ST @.....% OF COL 6 (Rs.) AGAINST FORM "C"	F.O.R. DESTINATION PRICE (Rs.) COL (6+8+10)
1	2	3	4	5	6	7	8	9	10	11
1	Preparation of shop drawings based on fabrication drawings (Line diagram) provided by BHEL, fabrication of 400 kV and 11 kV line towers (mild steel and HT steel as required), proto assembly, submission of proto corrected drawings/BOMs, mass fabrication, galvanising, inspection and supply of lattice, type galvanized steel structures including stub assembly. (Zinc coating 610 gms/sq.m)	-	-					EXEMPTED AGAINST EDEC, BEING ADB FUNDED PROJECT		
a	Mild steel (Galvanized)- for BALAGHAT	MT	149							
b	Mild steel (Galvanized) - for BADNAWAR	MT	244							
c	HT (High Tensile) steel (Galvanized)- for BALAGHAT	MT	107							
d	HT (High Tensile) steel (Galvanized)- for BADNAWAR	MT	180							
2	Supply of MS templates made of channels,angles etc. for stub setting- FOR BALAGHAT	MT	7.5							
3	Supply of MS templates made of channels,angles etc. for stub setting -FOR BADNAWAR	MT	7.5							
TOTAL COST TO BHEL (TOTAL EX-WORKS + TOTAL CST + TOTAL F & I )										

NOTE:

1. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICES BLANKED) SHALL BE FURNISHED ALONG WITH TECHNO-COMMERCIAL BID.
2. REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.
3. THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.
4. SALES TAX RATE AS APPLICABLE FOR SPECIFIED DESTINATION SHALL BE QUOTED. IN CASE OF CST, RATE AGAINST "C" FORM SHALL BE QUOTED.
5. IN CASE OF VARIED ED SLAB RATES, CONFIRM YOUR OPTION FOR "X" OR "Y". (STRIKE OFF WHICH IS NOT APPLICABLE)  
IF NO OPTION IS MENTIONED "X" SHALL BE TAKEN.

6. THE VENDORS MUST INDICATE THE APPLICABLE TARIFF NOS. UNDER WHICH ED AND / OR CST WOULD BE PAID BY THEM TO THE TAX AUTHORITIES.
7. IF A VENDOR SUBMITS AN OFFER WITH REDUCED ED AND OR CST APPLICABLE THAN NORMALLY PAID ON SUCH ITEMS, THEY SHOULD SUBMIT NECESSARY DOCUMENTARY PROOF FOR THE SAME.  
"X" THE MAXIMUM ED SLAB RATE BE CONSIDERED FOR PRICE COMPARISON. IN THE EVENT OF ORDER ED AT ACTUAL BE PAID.  
  
"Y" THE QUOTED ED RATE BE CONSIDERED FOR PRICE COMPARISON. IN THE EVENT OF ORDER ED AT ACTUAL RATE LIMITED TO QUOTED RATE BE PAID.

SIGNATURE & SEAL OF TENDERER

**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 on  
date..... 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

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

