

TENDER ENQUIRY

Volume – IA: Technical Bid

Dear Sir,

Sealed offers are invited 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: 1506029 comprising of following:

| Salient Details of NIT | | |
|-------------------------------|-------------------------------------|--|
| S. No. | Issue | Description |
| 1.0 | Supply Description | Supply of Portable Oil Centrifuge as per Technical Specifications to RSC-Vadodara, Gujarat, India |
| 2.0 | Enquiry No | 1506029 |
| 3.0 | Details of Tender Document | |
| 3.1 | Volume - I A | Technical Bid – (Pre-Qualification Criteria & Technical Specification) |
| 3.2 | Volume - I B | General Conditions of the Contract |
| 3.3 | Volume – II | Price Bid |
| 4.0 | Issue of tender documents | From BHEL website (www.bhel.com) Tender documents can be downloaded from website till due/extended date of offer submission. Start date: 11-06-2015 |
| 5.0 | Tender Due Date | Last date of submission of offer is 02-07-2015 Time: 15.00 Hrs. Opening of Tender 02-07-2015 Time: 15.30 Hrs. Notes: (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. (2) Bidder may depute representative to witness the opening of tender |
| 6.0 | EMD Amount | For Indigenous suppliers: INR 40,000/- (Rupees Forty Thousand Only) For Foreign Suppliers: Amount equivalent to INR 0.04 Million in USD/EURO/JPY/GBP currency |
| 7.0 | Tender Cost | Nil |
| 8.0 | Last date for seeking clarification | 03 days before the due date of tender |

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR**

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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.

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 | |
| 1. | Offer forwarding/covering letter of the Tenderer |
| 2. | EMD as per instruction in tender. |
| 3. | 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, (refer clause no. VIII of the enquiry) - 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. |
| 4. | 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. |
| 5. | Price schedule: Un-priced but mentioning only quoted/unquoted against each item. |
| 6. | 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. |
| b) COVER-II (PRICE BID) – in sealed envelope | |
| c) COVER-III All three aforesaid covers in sealed condition shall be enclosed in this cover. All covers shall be super-scribed with i. Cover No. ii. 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, 5 th Floor 345 Kingsway, Nagpur – 440001 Maharashtra | |

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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.

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. No deviation with respect to tender clauses and no additional clauses/suggestions/clarification in Techno-Commercial bid/Price bid shall be considered by BHEL. Bidders are requested to comply with the same. Offers with deviations are liable for rejection.

3. 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.

4. 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.

5. For any clarification on the tender document, you may seek the same in writing from the office of the undersigned. Such letters should reach the office of the under signed positively by **03 days before the due date of tender.**

6. Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.

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. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.

9. Suspension of Business dealings: BHEL reserves the right to take action against bidders who fail to perform or indulge in malpractices, by suspending business dealings with them as per extant guidelines. Details are available on BHEL website http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf

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10. 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-I A
- e. General Conditions of Contract (GCC) —Volume-I B

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.

Thanking you,

For Bharat Heavy Electricals Ltd

AGM/Purchase

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Important Information

1. Reverse Auction Terms & Conditions

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

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II. Pre-Qualification Criteria

| S. NO | PRE QUALIFICATION CRITERIA | Bidders claim in respect of fulfilling the PQR Criteria | |
|-------|--|---|---|
| | | Name and Description of qualifying criteria | Order no. & proof of completion with Page no. of supporting document. |
| A | <p><u>Technical</u></p> <p>A.1) The offered product must conform to BHEL's Technical requirements mentioned in this enquiry.</p> <p align="center">AND</p> <p>A.2) The Bidder should be an Original Equipment Manufacturer (OEM) OR an Indian Authorized Sales & Service provider of a foreign OEM for the supply of Portable Oil Centrifuge. (*Note:- Refer Explanatory notes "F")</p> <p align="center">AND</p> <p>A.2) Bidder must have executed following works in the last TWO (2) years as on latest date of bid submission:-</p> <p>Bidder should have supplied at least one (1) Portable Oil Centrifuge to any Government, Semi Government/ or any Customer. Bidder must submit documentary evidence for the same.</p> | APPLICABLE | |
| B | <p><u>Financial Turnover:</u></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of Rs.1.3 Million (Equivalent USD/EURO/JPY/GBP or home currency for foreign suppliers) or more over last three Financial Years (FY) 2012-13, 2013-14 & 2014-15 if 2014-15 is audited or 2011-2012, 2012-2013 & 2013-14 if Annual Accounts for FY 2014-15 are not audited.</p> | APPLICABLE | |
| C | <p><u>Price Bid Opening</u></p> <p><u>Note:</u> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to B</p> | APPLICABLE | BY BHEL |

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Explanatory Notes for QR

- A. *Supplied means bidder should have delivered on F.O.R Destination basis (for Indigenous suppliers) or FOB/FCA basis (for foreign suppliers).*
- B. *Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against B above along with all annexures.*
- C. *In case 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.*
- D. *For PQR evaluation, exchange rates (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I in case of two part bid) shall be considered.*
- E. *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 and Order completion certificate/Proof of Completion etc. in the respective annexures in their offer.*
- F. *If bidder is an Indian Authorized Sales & Service provider of a foreign OEM, then they are required to submit valid tender specific **authorization certificate and agency agreement copy** from OEM as well as details of the OEM like their nationality, name, address etc. along with the offer.*

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III. Technical Specifications:

| PORTABLE (TROLLEY MOUNTED) OIL CENTRIFUGE | | |
|--|-----------------------|--|
| Sl. No. | Description | Bidder's Compliance (Yes/No) |
| 1 | Capacity | Appox. 1000 LPH (with flow indicator) at separation Temperature of 65 – 70 °C and discharge pressure of 1.5 kg/cm ² |
| 2 | Oil Viscosity | 30 CST – 70 CST |
| 3 | Water Removal | The oil centrifuge should remove moisture from the oil so that the oil at outlet of the purifying system does not contain moisture more than 0.05% by volume. |
| 4 | Sludge Removal | All the suspended particles shall be removed down to maintain impurities within permissible limits conforming to grade 15/12 as per ISO 4406 when centrifuging oil heated to temperature of not more than 65C at rated capacity. |
| 5 | Suction Head | +/- 2 MLC |
| 7 | Supply Voltage | 415 +/- 10V (AC), Hz-50 +/- 5%, with starter panel |
| 8 | Heater | Indirect oil heater to preheat the oil at a temperature differential of 30 +/-5 °C. 2 nos. thermostat for automatic temp. control Pressure and temperature gauge at inlet & outlet |
| 9 | Operation | The centrifuge should be able to operate both in clarifier (sludge Removal) and purifier mode (sludge and water removal) |
| 10 | Protections and Alarm | a) Motor electrical protection b) Liquid seal broken c) Water/oil temperature very high |
| 11 | Body | The unit should be made up of any noncorrosive, antirust material (stainless steel or any other corrosion resistant material) |
| 12 | Test Run | Test run shall be required at manufacturer's factory/facility at the time of pre-dispatch inspection in presence of BHEL representative. Supplier shall raise a call for pre-dispatch test run & inspection 7 days in advance of dispatch for complete set of instrument within the delivery period. |
| 13 | Commissioning | First trial i.e. Demonstration/commissioning shall be conducted by the supplier at BHEL site within 30 days after BHEL's intimation. |
| 14 | Tools | A set of maintenance tool for removal and cleaning of bowl discs. |
| 15 | Spares | Gravity discs, Level rings, Bowl discs, O-rings and seal rings. |
| 16 | Documents | O & M Manuals & Test Certificate |
| 17 | Warranty | 12 months from first commissioning. |

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IV. TECHNO-COMMERCIAL TERMS & CONDITIONS

1. Product quoted by bidder should meet technical specification mentioned.
2. No Consortium/JV bidding is allowed for this tender.
3. Bidder shall quote prices on 'firm price' basis and shall be valid for 3Months from the date of opening of technical bid.
4. **Price:**
 - a. Indian bidders should submit the prices in Indian Rupees only.
 - b. Foreign bidders shall submit their bid in USD/EURO/JPY/GBP only. The currency should be clearly indicated in the un-priced commercial bid as well as in the price bid.

5. Terms of delivery:

- a. Indigenous Suppliers shall quote on FOR Destination basis only. Destination is as per Annexure-I in India.
- b. Foreign Suppliers shall quote on CIP basis only. Delivery shall be on CIP Mumbai (India) Air-Port Basis. No other delivery terms shall be acceptable.

In case of CIP contracts, shipping arrangements including Insurance, from Port of Delivery to BHEL destinations would be to the account of BHEL.

6. The contractual delivery period will be reckoned from the date of P.O., which shall be binding on the contract. Suppliers shall quote their best delivery period. Delivery is the essence of all contracts for BHEL. Such of those suppliers, who quote for higher delivery, would be loaded with a factor of 1/2% per week, subject to a maximum of 2%. Such of those Suppliers whose offer is more than 4 weeks of the delivery specified by BHEL, would not be considered further in the tender, and their Price Bid would not be considered
7. **Opening of offers:** Tenders shall be received up to 1500 Hours (P.M) on the said due date and be opened on the same day at 1530 Hours (P.M). Tenders received after 1500 Hours (P.M) would not be opened. The times indicated are Indian Standard Time (IST).
8. If a Supplier submits single –part bid containing combined bids e.g. techno-commercial bid & price bid together, the bid is liable for rejection.
9. **Evaluation criteria:**
 - 9.1 The price bids of the technically acceptable offers alone, contained in Cover II shall be opened.
 - 9.2 **For Indigenous supplier:** Evaluation of Price bids shall be done on the basis of total landed cost, i.e. total cost to the BHEL, taking into consideration loadings (i.e. non-compliance to Payment, LD clauses, Delivery terms etc.), if any, and all available financial advantages, including those available from Owner, taxation authorities etc. (i.e. CENVAT credit on Excise duty, if bidder confirms to provide Excise Invoice).

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Bidder to consider the benefit on CENVAT in their quoted basic price. BHEL is eligible to take CENVAT Credit as per CENVAT Credit Rule. Bidders eligible to issue Excise Invoice to BHEL for any materials either as manufacturers, first stage or second stage dealer under the Central Excise Act, Rules etc. must furnish the CENVATABLE ED amount as mentioned in price schedule. CENVATABLE ED amount which can be passed on to BHEL by the bidder will not be considered for evaluation of the offer.

9.3 **For Foreign Supplier:** In case of foreign bidders, the quoted CIP Mumbai (Airport) price shall be loaded by following factors to arrive at total F.O.R. Destination price:

- Custom Duty (including CVD & SAD) – as prevailing on date of price bid opening.
- Port handling/ clearing charges – @ 1% of CIP value.
- Inland freight and LC charges – @ 1% of CIP value.

For evaluation, 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.

10. Payment Terms:

10.1 **For Indigenous supplier:** 80% payment of Supply value shall be made within 45 days from the date of receipt of complete set of material at destination (no part payment will be made) and on submission of complete documents to BHEL-PSWR Hqr., Nagpur. Balance 20% shall be released on submission of Performance Bank Guarantee (PBG) 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. The PBG confirmation charges shall be borne by vendor.

10.2 **For Foreign Supplier:** Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit (L/C). An irrevocable unconfirmed L/C shall be opened by BHEL within 30 Days from date of Purchase Order, for 80% of the payment towards supply, due on shipment.

Balance 20% through wire transfer within 45 days after (a) Receipt of material at Ultimate consignee in India & (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO value. All bank charges on account of issuance and confirmation of PBG whether incurred in India or outside India will have to be borne by the vendor.

10.3 The above L/C can be negotiated after the Shipment against submission of Air Way Bill (AWB) and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents

Note:

- For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account.
- LC opening/ negotiation/ confirmation charges will be to vendor's account.

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11. For any deviation sought in Payment terms by bidder w.r.t. payment term, following loading shall be followed during evaluation of price bids:
- 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.
12. **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.
13. 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.
14. Equipment should be supplied along with warranty certificate, O&M Manual & calibration certificate.
15. Equipment shall have warranty of 12 months from date of receipt at site. Materials supplied without warranty certificate shall not be accepted
16. **Pre-dispatch inspection:** 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.
17. **Earnest Money Deposit:** Refundable, Non-interest bearing EMD of INR 40,000/- (Rupees Forty Thousand only) (Equivalent USD/EURO/JPY/GBP for foreign suppliers) is applicable for this Enquiry. EMD shall be paid ONLY by cash (as permissible under Income Tax Act) or Pay Order or Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Nagpur, India along with the technical bid, failing which bidder's offer is liable for rejection. EMD given by all unsuccessful bidders shall be refunded on acceptance of award/PO by successful bidder. (Micro & Small Enterprises as per MSMED Act 2006 and Central/State-PSUs/Government departments are exempted from EMD).

EMD by bidder will be forfeited as per tender documents, if after opening the tender bidder revokes his tender within validity period or increases his earlier quoted rates.

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18. Role of Agents:

BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.

19. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.

20. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.

21. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.

22. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.

23. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

24. The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at annexure -‘III’ shall apply in all such cases.

25. The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on ‘total cost to BHEL’. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-IV (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

26. The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/foreign principal.

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V. 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 (Volume-II A)** for Indigenous suppliers **and USD/EURO/JPY/GBP currency (Volume-II B)** for Foreign suppliers.
6. Price bids shall be duly filled and signed for as applicable for Indian/Foreign OEM.
7. Bidder shall mention item rates for each item separately.
8. 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./C.I.P. price.
9. 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 be liable for rejection.

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VI. Techno-Commercial Terms & Conditions check-list

| S.N | DESCRIPTION OF T & C | TERMS & CONDITIONS AS QUOTED IN THIS TENDER | ACCEPTED/ NOT ACCEPTED |
|-----|--|---|--|
| 1. | DELIVERY TERMS | F.O.R. DESTINATION ONLY | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. | PLACE OF DELIVERY | As per ANNEXURE-I | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. | DELIVERY PERIOD | As per ANNEXURE-I | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | CURRENCY OF PAYMENT | INR | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5. | TRANSIT INSURANCE CHARGES | BY SUPPLIER | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 6. | PAYMENT TERMS | REF CLAUSE 7 OF TECHNO-COMMERCIAL TERMS & CONDITIONS. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 7. | OCTROI / ENTRY TAX AT DESTINATION | EXTRA, IF APPLICABLE SHALL BE PAID BY BHEL ON SUBMISSION OF ORIGINAL RECEIPT. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 8. | MODE OF DISPATCH | BY ROAD / RAIL / SHIP / AIR / CARGO COURIER / SPECIAL MESSENGER / HAND DELIVERY | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 9. | GENERAL CONDITIONS OF THE CONTRACT (GCC) | Clause No. 1-33(Vol. – IB) | <input type="checkbox"/> YES <input type="checkbox"/> NO |

| S.N | DESCRIPTION OF T & C | TERMS & CONDITIONS AS QUOTED IN THIS TENDER |
|-----|---|--|
| 10. | EXCISE DUTY/CVD (% RATE) | <input type="checkbox"/> Included @ _____ % (or) <input type="checkbox"/> Extra @ _____ % (or) <input type="checkbox"/> NA |
| 11. | EXCISE / CVD INVOICES (Strike off, whichever not applicable) | <input type="checkbox"/> SHALL BE PROVIDED <input type="checkbox"/> SHALL NOT BE PROVIDED <ul style="list-style-type: none"> • Invoice should contain ECC details of supplier and buyer. BHEL ECC and TIN details shall be contained in purchase order. • If bidder confirms to provide Excise/CVD invoice, same shall be submitted within 1 month from the date of invoice for availing CENVAT credit failing which BHEL shall not be liable to reimburse Excise duty/CVD paid by supplier. |
| 12. | SALES TAXES APPLICABLE (Note:- CST→ Central Sales Tax & VAT→ Value Added Tax) | <input type="checkbox"/> CST (If supply from outside consignee state) <input type="checkbox"/> VAT (If supply from within consignee state) |
| 13. | IF VAT IS APPLICABLE, PLEASE MARK | <input type="checkbox"/> GUJARAT VAT INVOICES SHALL BE PROVIDED <input type="checkbox"/> GUJARAT VAT INVOICES SHALL NOT BE PROVIDED <input type="checkbox"/> NA |
| 14. | CST/ VAT WITHOUT CONCESSIONAL FORMS “C” (“C” FORM WILL NOT BE ISSUED BY BHEL) | <input type="checkbox"/> Included @ _____ % (or) <input type="checkbox"/> Extra @ _____ % (or) <input type="checkbox"/> NA |

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| S.N | DESCRIPTION OF T & C | TERMS & CONDITIONS AS QUOTED IN THIS TENDER |
|------------|--|---|
| 15. | TYPE OF INDUSTRY <i>(For EMD exemption as per guidelines from Govt. of India, documentary evidence shall be provided)</i> | <input type="checkbox"/> MICRO <input type="checkbox"/> SMALL <input type="checkbox"/> MEDIUM <input type="checkbox"/> OTHERS |
| 16. | Manufacturing Facility Address | |

SIGNATURE OF THE TENDERER

DATE

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VII. CERTIFICATE OF NO DEVIATION

TENDER SPECIFICATION No. : 1506029

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:

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VIII. PROFORMA FOR DEVIATION TO TENDER TERMS & CONDITIONS

a) Technical

| Sl. No. | Clause | Deviation |
|---------|--------|-----------|
| | | |
| | | |
| | | |
| | | |

b) Commercial

| Sl. No. | Clause | Deviation |
|---------|--------|-----------|
| | | |
| | | |
| | | |
| | | |

SIGNATURE OF THE TENDERER

DATE

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VII. FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub: **Request for Clarification**

Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

| Sl. No. | Reference clause of Tender document | Existing Provision | Bidder's query | BHEL Clarification |
|---------|-------------------------------------|--------------------|----------------|--------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

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VIII. 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. | EMD has been enclosed as per NIT Terms | | YES / NO |
| 10. | Annexures duly signed with company seal. | | YES / NO |
| 11. | Techno-Commercial Terms & Conditions 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)

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Annexure - I

| Sl. No. | Destination Address | Quantity (in nos.) | Delivery Schedule |
|---------|--|--------------------|--------------------------------------|
| 1 | BHEL OFFICE C-16 & 17 BHEL TOWNSHIP GAYATRI NAGAR, GOTRI VADODARA-390021, GUJARAT (INDIA) | 1 | Within 03 month from date of P.O. |

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Annexure-II

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:,

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.

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

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Annexure-III

Guideline for Indian Agents of Foreign Suppliers:

- 1.1 There shall be compulsory registration of agents for this Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 1.4 **Disclosure of particulars of agents/ representatives in India, if any.**
 - 1.4.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - a. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - b. The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - c. Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
 - 1.4.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - a. The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - b. The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - c. Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
 - 1.4.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.

In absence of agency agreement, BHEL shall not deal with any Indian agent (authorized representatives/associate/consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondences and business purposes.

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- 1.4.4 Failure to furnish correct and detailed information as called for in sl. no.1.4 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

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Annexure-IV

| SEARP (SRF) Clause No. | Detail |
|------------------------------|--|
| | Name & Address of the firm |
| 1.0 | Products/Systems/Services being considered for |
| 2.0 | General Information |
| 2.2 | Name of the chief Executive |
| 2.3 | Details of authorized signatory |
| 3.0 | Ownership Information |
| 3.1 | Type of firm |
| 3.2 | Name of the Business <ul style="list-style-type: none"> • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/warranty of indigenous supplies |
| 3.3 | Year of establishment |
| 3.4 | Year of commencement of business |
| 4.0 | Registration particulars |
| 4.1 | Permanent Account No. |
| 4.2/4.3 | Sales Tax/TIN no. |
| 4.6 | Service Tax no. (in case of E&C) |
| 5.0 | Organizational strength |
| 6.0 | Other Particulars |
| 6.1 | If the company is already registered with other units |
| 6.2 | Directors/Partners, if related to any BHEL Employee |
| 6.9 | If any Ex BHEL Person employed by the Company |
| 6.12 | Details of pending legal issues with BHEL |
| 6.13 | Bank Account information |
| 9.0 | Financial information |
| 9.6 | Sales/Turnover details of Last 3 years (or from the date of incorporation whichever is less) |

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Annexure-V

REF: P.O.NO.

Date:

PERFORMANCE BANK GUARANTEE

THIS DEED OF GUARANTEE made this day of _____ by M/s _____ (hereinafter called the Bank) in favour of M/s BHARAT HEAVY ELECTRICALS LIMITED, having its registered office at BHEL House, Asian Games Village, Siri Fort, New Delhi – 110 049 (hereinafter called the “Principal”), thru BHEL, Power Sector-Western Region, Nagpur –440-001(Maharashtra), WHEREAS M/s _____ (hereinafter called the contractor) proposes to enter into a contract arising out of Letter of Indent No. _____ dated _____ addressed by the Principal to the contractor for _____ (hereinafter called the said agreement).

AND WHEREAS the said agreement provides that the contractor shall pay a sum of Rs. _____ (Rupees) _____ only) towards 10 percent of contract value towards guarantee period of _____ months in the form and manner therein specified.

AND WHEREAS the contractor have approached the Bank and their request and in consideration of the agreement arrived at between the said contractor and the Bank, the Bank has agreed to give such guarantee as hereinafter mentioned the Principal.

NOW therefore, these presents witness that we the Bank by the hand of Mr. _____ the offices are authority by the bank of Guarantees’ issue in behalf of the Bank do hereby undertakes to pay to the principal a sum of Rs _____ (Rupees _____ only) by virtue of this guarantee against any loss or damage caused to or by the aforesaid Contractor of any of the terms of conditions, stipulations or undertakings of any case of them contained in the same agreement and documents attached thereto and for the payment of any money or moneys payable by the said contractor to the Principal under the terms and conditions of the said agreement. (the decision regarding the breach, loss, damage or payment due being solely in the discretion of the Principal).

We further undertake to pay without demur the aforesaid amount in a lumpsum on demand or such part hereof as the Principal may demand from time to time irrespective of the fact whether the said Contractor admits or denies such claim or question its correctness in and Court, Tribunal or arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the Principal to the Contractor in or for fulfilling the said Agreement between Contractor

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and the Principal and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Agreement irrespective of whether notice of such change or variation is given to us or not and claim to receive such notice of any change/and/or variation of the terms and/or conditions of the said agreement is hereby specifically waived by us.

Further we shall not be released from the guarantee by any forbearance or the exercise or non-exercise of any of the powers or rights under the said agreement by the Principal against the Contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any powers or rights, modifications or changes made in the agreement or concessions shown to Contractor by the Principal is given to us or not.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the Contractor but shall in all respects and for all purposes binding and operative until all payments of all moneys due or that may hereinafter become due to the Principal in respect of any liabilities or obligations of the contractor under the said agreement.

The Bank guarantee shall be valid till i.e. _____ months after completion of works as per relevant clause of Tender Specification No. _____

Any claim or dispute or disputes arising under the terms of this document shall be enforced or settled in the Courts at NAGPUR only.

And lastly the _____ Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Principal in writing.

The Bank hereby declares that it has powers to issue this guarantee under the Bank's Memorandum and Articles of association and undersigned has full Powers to do so on its behalf under the Power of Attorney granted to him by the proper Authorities of the Bank.

(Name of the Bank & Place)

DATED:

SEAL

DESIGNATION OF THE AUTHORISED
PERSON SIGNING THE GUARANTEE