



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1516-061 DATED 30.07.2015  
PART I OPENING DATE 25.08.2015**

**Index of Tender document**

<b>Tender for supply and commissioning of Portable Hardness Tester</b>	
Tender No./BHEL Enquiry Ref. No.	1516-061 Dated 30.07.2015
Last Date & Time for bids submission	25.08.2015 up to 1500 Hrs
Opening date & time for opening of Part-I	25.08.2015 at 1530 Hrs

**Requirement Details**

Sr. No.	Material Description	Qty. (in No.)
1	<b>Portable Hardness Tester for hardness measurement of Material including following accessories: (a) Suitable Probe(s) for hardness measurement in range of 100-500 BHN</b>	1

**Prequalification terms:**

**QUALIFYING CRITERIA FOR  
HAND HELD HARDNESS TESTER**

S.No	BHEL Specification	Vendor's Offer
1.0	<b>QUALIFYING CRITERIA (MANDATORY)</b>	
1.1	The BIDDER / VENDOR (OEM/Authorised Dealer) shall have a minimum THREE Years of Continuous Experience in the Design, Manufacture & Supply of "HAND HELD HARDNESS TESTER". Vendor may indicate the actual no. of years of experience in the field. (Supported with 3 year old PO/OA copy)	
1.2	Vendor has to submit at least one Performance Certificate from their customers, for satisfactory performance of <b>Hand held</b> HARDNESS TESTER quoted against this enquiry, for a minimum period of one year (as on date of opening tender). For obtaining the Performance certificate, a suggestive format is provided.	



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**INSTRUCTIONS TO THE BIDDERS:**

**1.0 QUOTATIONS**

Sealed Quotations are invited for supply and commissioning of **“01 No. of Portable Hardness Tester for hardness measurement of Material including following accessories: (a) Suitable Probe(s) for hardness measurement in range of 100-500 BHN”** to BHEL Goindwal Sahib.

**For manufacturers-**

**Procurement shall be preferred from manufacturers. In case manufacturer insist on engaging a dealer/ agent, such dealer/agent is not allowed to represent more than one manufacturer.**

**For dealers-**

**In case of dealers/agents, Authorized dealer certificate is required from original manufacturer for this tender. In case bids are received from dealer/agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer will be rejected.**

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

**Envelope I** This sealed envelope should contain the copies of commercial bid, technical bid together with un-priced commercial bid. This envelope should be clearly marked **“Part I - Technical and Un-priced commercial bid”**, indicating Tender No., Due Date and Address & Reference of the Bidder.

Following sequence of documents is desirable:

- 1) Introductory/Covering/Reference letter
- 2) Checklist duly ticked
- 3) List of documents attached
- 4) List-cum-summary of deviations of commercial terms
- 5) Qualifying Criteria (PART-A).
- 6) BHEL commercial terms [Annexure I]; format duly filled with remarks to interpret clearly the intended submission.
- 7) BHEL technical terms [PART-B; format duly filled with remarks to interpret clearly the intended submission]. List of mandatory spares shall be included in the rate schedule and shall be considered for arriving at the total cost of package.
- 8) Declaration format [Annexure II]
- 9) Unpriced bid format [Annexure III: duly filled – **Prices not to be mentioned here** ]

**Envelope II** This sealed envelope should contain price details. **Bidder is to quote the charges of ‘SUPPLY’ and ‘ERECTION AND COMMISSIONING’ separately.** This envelope should be clearly marked **“Part II - Price bid”**, indicating Tender No., Due Date and Address & Reference of the Bidder.

**It should contain only the duly filled and signed Price bid format, Annexure III.**



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Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as Quotation for Tender No., due date of opening, item Name and the address and reference of the Bidder. The above offer should reach this office on or before the due date by 1500 Hrs (IST).

Tender should not be addressed to any Individuals name but only by designation to:

Engineer / MM  
BHARAT HEAVY ELECTRICALS LIMITED  
INDUSTRIAL VALVES PLANT,  
433, INDUSTRIAL COMPLEX,  
GOINDWAL SAHIB- DISTT. TARN TARAN - 142423  
PUNJAB (INDIA)

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested.

Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on).

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail (tendermm@bhelivp.in) offers received in time shall be considered only when such offers are complete in all respects. Tender may be handed over to Sh Harpreet Rai/ Head MM or Sh Manmeet Kumar in case of bulky tenders.

BHEL may decide to open price bids of bidders who qualify from techno-commercial evaluation, on the same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids.

2.0: **Evaluation of tenders:**

Part-I, i.e. Techno-Commercial offers shall be opened on **25.08.2015 at 1530 hrs.** Techno-commercial offers shall be evaluated vis-à-vis our technical and commercial terms and conditions. Clarifications if any required by BHEL for Technical evaluation / commercial evaluation would be sought from Bidders before opening of Part II - price bid.

Part-II, i.e. Price bid shall be opened of only those bidders who are adjudged as qualified in Part-I. Bidders shall be informed about the same.

Price bids shall be opened on an informed date and time.

3.0: **Award of contract:**

अमित कुमार / AMIT KUMAR  
भारत भारी बिजली (सी.डी.ई.) लिमिटेड  
BHEL  
BHUARAT HEAVY ELECTRICALS LIMITED  
इंडस्ट्रियल वाल्व प्लांट/Industrial Valves Plant  
गोइंदवाल साहिब (तारन तारन)/Goindwal Sahib (Tarn Taran)



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Prices quoted shall be evaluated as net cost to BHEL, i.e. landed cost to BHEL net of duties, cess and any cenvatable taxes. Further, any deviation in terms and conditions, if finally accepted by BHEL shall also invite loading.

Lowest quotation shall be declared as L1 bidder and given the contract. LOI/PO, whichever earlier placed, on L1 bidder shall be the reference date for start of contract.

**4.0 General Terms and points to be noted/complied/binding on bidders by default on submitting the bids:**

- 4.1 Bidder should send catalogue/instrument detail.
- 4.2 Bidder should clearly specify details of any additional materials/probes etc required for our range with price list.
- 4.3 Bidder should give information about other feature not covered in the specification.
- 4.4 Chinese Make is not acceptable.
- 4.5 Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for further processing.
- 4.6 BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- 4.7 The due date of submission of tender may be extended by BHEL which shall be announced as corrigendum to original NIT No. & only at our website. Validity of bids shall be deemed to be extended accordingly till the extension period is within the validity period sought.
- 4.8 BHEL may decide to reject bid from any bidder which shall be informed to bidder with reasons of rejection.
- 4.9 BHEL may decide to scrap the tender/refloat the tender without assigning any reasons thereof before any LOI/PO is committed.
- 4.10 BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- 4.11 The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 4.12 Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the patties to the business.
- 4.13 In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.
- 4.14 Bidders participating in the tender should declare in their offer as per Annexure II that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is



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not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

4.15 All amounts shall be indicated both in words as well as figures.

- i) If, in the price structure quoted there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
- iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

अमित कुमार/AMIT KUMAR  
अभियन्ता (पी एवं सी एवं एस डी)/Engineer (P&D&SD)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
B. ARAT HEAVY ELECTRICALS LIMITED  
रिजियल कार्यालय/Regional Office/Industrial Valves Plant  
गोइन्दवाल (तम-तराई)/Goindwal Sahib (Tam Tara)



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**COMMERCIAL TERMS**

- C.1 **Fixed price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures.
- C.2 **Bid currency:** Bidders should submit the prices only in Indian Rupees. This should be clearly indicated in the un-priced commercial bid as well as in the price bid.
- C.3 **Terms of Delivery:**

**Bidders are required to quote time period separately for 'Supply' and 'E&C' of equipment.**

The bidders should quote their best schedule for Supply and E&C against the schedule indicated in NIT. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.

**E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.**

**The E&C % of BHEL is 9%.**

Bidders should submit their offer for FOR BHEL, Goindwal, Punjab basis. Freight charges from works to BHEL, Goindwal to be indicated separately.

- C.4 **Taxes and Duties:** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 03021035905, CST. No. 15529218 Dt. 06-03-1985 & BHEL ECC No. AAACB4146PXM005, Assessment circle Chheharta, Amritsar. Taxes and duties for equipment part shall be mentioned separately and for commissioning shall be mentioned separately.
- C.5 **Validity:** The offers for main equipment and spares shall be kept open for acceptance for a period of 90 days from the date of opening of the tender (Part I).
- C.6 **Delivery:** The bidder shall quote the best possible delivery. However the supply shall not exceed 2 months. The erection and commissioning period shall be 15 days after the supply. The delivery period shall be reckoned from the date of purchase order/LOI to dispatch from the vendor works.
- C.7 **Short shipment / Warranty replacement:** In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warrantee period shall be on FOR, BHEL, Goindwal, Punjab, basis.



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- C.8 **Inspection & Testing:** All goods shall be subject to inspection by BHEL at supplier's works i.e supplier should give a pre dispatch inspection call to BHEL Goindwal. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however; final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Goindwal, Punjab.
- C.9 **Cenvat & VAT credit:** The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- C.10 **Packing:** The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.
- C.11 Salient points of HSE (Health Safety & Environment) that are to be complied/considered while submission of offer are:
- C.11.1 Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals).
- C.11.2 Competency requirements for operation, maintenance and calibration, if any, shall be communicated.
- C.11.3 If any hazardous chemicals as per MSIHC (Manufacturing, Storage and import of Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided, along with on site & off site emergency plan (as applicable).
- C.11.4 The noise level at operator level shall be within 85 dBA.
- C.11.5 OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
- C.11.6 The machine / equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948.
- C.11.7 The supplier shall submit the layout drawing of operating controls, displays etc. and operating instructions to enable ergonomics evaluation and approval.
- C.11.8 The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished.
- C.11.9 Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment.
- C.11.10 Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV. /IR (Ultra violet / infra red) radiations, etc. shall be furnished, along with their concentrations and their TLV, (Threshold Limit Value).
- C.11.11 Appropriate pollution control measures shall be proposed to keep the emissions from the machinery/processes within the prescribed limit as stated in Environment Protection Rules 1986.

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अभियन्ता (पी एवं डी एवं एस डी)/Engineer (P&SD)  
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गोइन्दवाल साहिब (हरन तारण) Goindwal Sahib (Tarn Taran)

*Chitka*



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- C.11.12 All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- C.11.13 Wherever industry specific standards are not available for control of pollutants general Emission standards shall be used.
- C.11.14 Chemicals banned due to their negative impact on the environment shall not be used in the process
- C.11.15 Fuels with sulphur content less than 0.05% shall be proposed.
- C.11.16 Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, Storage and Import of Hazardous Chemical 1989, etc. shall be followed.
- C.11.17 Primary materials used in the equipment shall be specified and they shall be eco – friendly

**C.12 Force Majeure clause:** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

**C.13 Penalty for late delivery (PLD):** Delivery terms mentioned in the PO/LOI shall be adhered to. In case of approval of drawings or any other technical documents, a nominal period of 15 days shall be considered as included in the delivery period mentioned. If BHEL is taking more time in such approvals, delivery period can be extended accordingly. All such technical documents to be approved by BHEL shall be submitted within 10 days of release of PO/LOI. Delivery of the goods specified in the purchase order should be made within the time prescribed.

Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).



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Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

If any vendor does not accept PLD  $\frac{1}{2}\%$  of the supply and E&C separately for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %.e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 - 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.

For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

- C.14 **Risk purchase:** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.
- C.15 **Warranty:** The supplier should warranty the machine performance for 12 months from the date of acceptance of machine and shall provide spares and services during warranty period to maintain the machine in working condition.
- C.16 **Performance Bank Guarantee [PBG]:** Performance Bank Guarantee (PBG) for 10% of the total order value covering the agreed Guarantee period (with additional 2 months as claim period) has to be furnished. In case of indigenous bidder the PBG shall be in the format enclosed and from one of the banks mentioned therein. In case of import, the foreign vendor shall arrange to give a counter guarantee to Punjab National Bank (PNB) Goindwal Sahib and PNB will provide the PBG to BHEL in the format enclosed. In case any bidder does not accept for submission of Performance Bank Guarantee (PBG), their offer is likely to be rejected and the technical bid not processed. All bank charges in India and outside India will be to the supplier's account.
- C.17 **Banned Firms:** 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 website [www.bhel.com](http://www.bhel.com).

अमित कुमार/AMIT KUMAR  
अभियन्ता (पी एवं डी एवं एस डी)/Engineer (P&DBSD)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
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**C.18 Arbitration:** In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules thereunder shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

**C.19 Jurisdiction:** The court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

**C.20 Evaluation of tender:** L1 vendor shall be decided based on the lowest quote including Cost of equipment (including E&C, Freight etc) and Mandatory spares (if any). Optional spares rates will not be taken into account.

**C.21 REVERSE AUCTION:**

“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.

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.”

**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



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- 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.

अमित कुमार/AMIT KUMAR  
अभियन्ता (पी एवं डी एवं एस डी)/Engineer (P&D&SD)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
HARAT HEAVY ELECTRICALS LIMITED  
उद्योग बाल्वस कारखाना/Valves Plant  
गोइन्दवाल साहिब (तारु तारु)/Goindwal Sahib  
24

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BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1516-061 DATED 30.07.2015  
PART I OPENING DATE 25.08.2015**

**ANNEXURE I Commercial terms and conditions confirmation sheet**

PLEASE NOTE THAT THE CONDITIONS INDICATED IN THE COMMERCIAL TERMS AND CONDITIONS APPLICABLE FOR THE TENDER ARE APPLICABLE ONLY TO THE EXTENT THEY ARE NOT SUPERSEDED BY THE FOLLOWING CONDITIONS

Description of the Equipment:

BHEL Tender No. & Date

SI No	Description	Vendor's confirmation
1	<p><b>Payment terms:</b> (a)100% payment, within 45 to 90 days, After successful commissioning &amp; acceptance of equipment at BHEL, Goindwal, Punjab, against submission of 10% Performance Bank Guarantee. or (b)80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&amp;C portion of PO value will be paid against E&amp;C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for two months beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format.</p> <p><b>In case of any deviation from standard payment term mentioned, BHEL at it's discretion may load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders.</b></p> <p><b>Note:</b> In case any bidder does not accept for payment of 20% payment after successful commissioning &amp; acceptance of equipment at BHEL, Goindwal, Punjab and submission of Performance Bank Guarantee for 10%, their offer is likely to be rejected and the technical bid not processed.</p>	Vendor has to mention which payment term is accepted by him (a) or (b).
2	<p><b>Currency of payment:</b> The currency shall be Indian Rupees.</p>	
3	<p><b>Taxes &amp; Duties:</b> All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST &amp; TIN No / Tariff No. 03021035905, CST. No. 15529218 Dt. 06-03-1985 &amp; BHEL ECC No. AAACB4146PXM005, Assessment circle Chheharta, Amritsar</p> <p><b>Income Tax applicable.</b> Any service charges payable towards supervision of E&amp;C, training, performance prove-out etc., will be released after deduction of Income</p>	

*(Handwritten Signature)*



BHEL GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1516-061 DATED 30.07.2015  
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	<p>Tax as per Indian Income Tax Act / as per the Govt. of India rules. The TDS certificate will be issued by BHEL.</p>	
4	<p><b>Performance Bank Guarantee (PBG)</b> Performance Bank Guarantee (PBG) for 10% of the total order value covering the agreed Guarantee period (with additional 2 months as claim period) has to be furnished. In case of indigenous bidder the PBG shall be in the format enclosed and from one of the banks mentioned therein. In case of import, the foreign vendor shall arrange to give a counter guarantee to Punjab National Bank (PNB) Goindwal Sahib and PNB will provide the PBG to BHEL in the format enclosed. In case any bidder does not accept for submission of Performance Bank Guarantee (PBG), their offer is likely to be rejected and the technical bid not processed. All bank charges in India and outside India will be to the supplier's account.</p>	
5	<p><b>Penalty for Late Delivery:</b> Delivery terms mentioned in the PO/LOI shall be adhered to. In case of approval of drawings or any other technical documents, a nominal period of 15 days shall be considered as included in the delivery period mentioned. If BHEL is taking more time in such approvals, delivery period can be extended accordingly. All such technical documents to be approved by BHEL shall be submitted within 10 days of release of PO/LOI. Delivery of the goods specified in the purchase order should be made within the time prescribed. Penalty on delay in 'Supply' and/or 'E&amp;C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&amp;C'.  The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&amp;C) in supply subject to a maximum of 10% of total PO value (Supply + E&amp;C).  The rate of penalty for delayed E&amp;C shall be @ 0.5% per week of delay of total PO value (Supply + E&amp;C) in E&amp;C subject to a maximum of 10% of total PO value (Supply + E&amp;C).  Maximum penalty for delay in Supply and E&amp;C together shall be limited to 15% of total PO value (Supply + E&amp;C).  If any vendor does not accept PLD ½% of the supply and E&amp;C separately for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %.e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 - 7 = 3). As regards LD, the</p>	

अमित कुमार/AMIT KUMAR  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
RAT HEAVY ELECTRICALS LIMITED  
द्वारा चालित्व में/Industrial Valves Plant  
गोइंदवाल साहिब (फिन टाउन)/Goindwal Sahib (Ram-Taran)  
13 of 24

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BHEL GOINDWAL

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	<p>delivery date (FOR dispatching station) shall be considered.</p> <p>In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.</p> <p>Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&amp;C period quoted by him.</p> <p>For the purpose of penalty for delay E&amp;C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.</p>	
6	<p><b>Risk purchase:</b> If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.</p>	
7	<p><b>Delivery:</b> Bidder shall indicate the delivery period required for The following activities. (a) Firm Time period, from the date of Letter of Intent (LOI), required for delivery of the equipment, (FOR dispatching station) to be indicated. (b) Commissioning, Prove-out and handing over of complete system to be indicated.</p>	
8	<p><b>Warranty:</b> The supplier should warranty the machine performance for 12 months from the date of acceptance of machine and shall provide spares and services during warranty period to maintain the machine in working condition.</p>	
9	<p><b>Validity:</b> Validity of the offer should be 90 days from the date of tender opening.</p>	
10	<p><b>Contacts:</b> Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned</p>	
11	<p><b>Terms of Delivery:</b> <b>FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex</b></p>	

*Handwritten signature*  
KUMAR

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BHEL GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1516-061 DATED 30.07.2015  
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	<b>Goindwal – 143 423</b> <b>District: Tarn Taran (Punjab), India</b>	
12	<b>Weight:</b> Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	

*Omika*



BHEL GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1516-061 DATED 30.07.2015  
PART I OPENING DATE 25.08.2015

Annexure-II: **DECLARATION FORMAT**

Reference: BHEL Tender enquiry no.

Bidder quotation no:

We hereby confirm that we have quoted for the said tender in two-part bids and our price bid does not include any terms and conditions over and above whatever mentioned in our Techno-Commercial offer.

Further, after opening of Part-I, i.e. Techno-Commercial bids, once we accept/confirm any communication regarding any terms and conditions from BHEL, that shall be binding and overriding any terms mentioned in Price Bid even though the price bid is opened later on.

We also declare that we have provided information whether we have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold have furnished to BHEL. We declare that if no such details are mentioned in the offer then it should be construed that we are not under any such hold. We declare that at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject our offer at any point of time and also under any stage of the finalization of the subject tender irrespective of our status in that tender.

Signature with seal of bidder

अमित कुमार/AMIT KUMAR  
भियन्ता (पी एच डी एच एस डी) Engineer (P&D&SD)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
BHARAT HEAVY ELECTRICALS LIMITED  
कस्टीयाना, जालझर प्लांट  
Jalves Plant  
Sahib (Farn Jaran)



BHEL GOINDWAL

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PART I OPENING DATE 25.08.2015

Annexure-III: UNPRICED/PRICED\* BID FORMAT

<b>Tender Enquiry No:</b>		
Quotation No.		
Equipment Description	[As per BHEL]	[As per offer]
Price schedule		
Main equipment		
Mandatory Spares, if any		
Excise duty	[Inclusive/Extra]	%
Cess thereon	[Inclusive/Extra]	%
CST, against form "C"/VAT	[Inclusive/Extra]	%
Delivery destination	FOR Goindwal Sahib	Including all incidentals
Commissioning charges		
Service charges on commissioning charges		
Validity of offer from opening of Part-I		
We hereby confirm that the prices mentioned above are firm till the execution of contract.		

\* Same format is to be used as unpriced bid format, i.e. duly filled for all information except PRICES and again for Price bid format duly completely filled including prices.

अमित कुमार/AMIT KUMAR  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
इन्डिया इलेक्ट्रिकल्स लिमिटेड  
Goindwal Sahib (Punjab)  
Goindwal Sahib (Punjab)

*[Signature]*



BHEL GOINDWAL

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ANNEXURE IV: PERFORMANCE BANK GUARANTEE

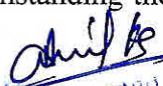
1. In accordance of M/s Bharat Heavy Electricals Limited (A Government of India undertaking, a Company incorporated under the Companies Act 1956 having its Registered Office at „BHEL House”, SIRI Fort, New Delhi 110 049) through its, Industrial Valves Plant, Goindwal 62014 (hereinafter called “the Company”) having entered into a contract with ..... hereinafter called “the said contractor” which term includes „suppliers. for the purpose of this Bond and under the terms and conditions of the Contract No: ..... dated ..... between BHEL, Industrial Valves Plant, Goindwal and as per the contract, the contractor/supplier is to furnish a Performance Bank Guarantee for Rs ..... For the due performance of the equipment to be supplied under the above referred contract and for the fulfillment of all the terms and conditions of the contract. We ..... (Indicate the name of the Bank) (herein after referred to as the Bank) at the request of ..... (contractor(s)) do hereby undertake to pay the Company an amount not exceeding Rs ..... against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We ..... (indicate the name of the Bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) „failure to perform. the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs .....

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

4. We ..... (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would betaken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ..... Office/Department/Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

  
आमंत्रित किया गया है  
अभियन्ता (सी एच डी एच एल)  
भारत हेवी इलेक्ट्रिकल्स लि.  
BHARAT HEAVY ELECTRICALS LTD.  
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301



BHEL GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1516-061 DATED 30.07.2015  
PART I OPENING DATE 25.08.2015

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s BHEL will be dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

6. We ..... (indicate the name of the Bank), further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

8. It shall not be necessary for the Company to proceed against the contractor before proceeding against the guarantor-Bank and the guarantee herein contained shall be enforceable against them 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.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts of Tarn Taran, Punjab.

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by the guarantor

11. We ..... (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. In witness whereof we ..... (indicate the name of Bank) have hereunto set out Bank Seal the ..... Day ..... month 20 .

Important Note: - The formats for execution of Bank Guarantees (PBG) shall be kept valid to cover the period of BG plus an additional claim period of two months. The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/-.

ANNEXURE V: List of consortium of banks for releasing Bank Guarantees:

Bank guarantees should be got released from any of the below banks only.

अमित कुमार/AMIT KUMAR  
नियन्ता (पी एवं डी एवं एच) Engineer (P&D&SD)  
भारत हेवी इलेक्ट्रिकल लिमिटेड  
BHARAT HEAVY ELECTRICALS LIMITED  
राज्यपाल बाबू साहिब  
Tarn Taran Industrial Valves Plant  
Tarn Taran, Punjab  
19/07/24





BHEL GOINDWAL

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Annexure VI: **FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH SEFT/RTGS ENABLED BANK BRANCH**

**Sub: E-payments vide SEFT/RTGS - Reg.**

VENDOR CODE AS PER BHEL	:	
VENDOR NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME & ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH RTGS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNAROTY	:	

I/we confirm that I/We will bear the charges, if any levied by my/our bank for the credit of SEFT/RTGS amounts in our account.

For.....

SIGNATURE  
(Authorized signatory)

Date:

We confirm that we are enabled for receiving SEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.


**BANK VERIFICATION**

(Manager's/Officer's signature under bank stamp)

Date:

The above format is to be submitted along with a cancelled cheque in original.

अमित कुमार/AMIT KUMAR  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
BHA  
साहिब (राज्य सारनी)/Goindwal Sahib  
Engineer (P&D&SD)  
ELECTRICALS LIMITED  
Industrial  
Phases Plant  
Goindwal Sahib  
Taran





BHEL GOINDWAL

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**Suggestive Format of Performance Certificate:**

**The performance certificate should be produced on Customer's Letter Head.**

**PERFORMANCE CERTIFICATE**

- 1 Supplier of the instrument
- 2 Make & Model of the instrument
- 3 Month & Year of Commissioning
- 4 a. Application for which instrument is used  
b. Hardness range measured
- 5 Performance of the instrument Satisfactory / Good / Average / Not Satisfactory  
(Strike off whichever is not applicable)
- 6 After sales service Satisfactory / Good / Average / Not Satisfactory  
(Strike off whichever is not applicable)
- 7 Any Other remarks

Date:

Signature & Seal of the Authority  
Issuing the Performance Certificate

*Amrit Kumar*  
अमित कुमार  
अभियंता (पी एच डी एच एस डी) Engineer (P&D&SD)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
BHARAT HEAVY ELECTRICALS LIMITED  
इंडस्ट्रियल बिल्डिंग, गॉइंदवाल प्लांट  
गॉइंदवाल राखीव (सिस्टम) Plant





BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1516-061 DATED 30.07.2015  
PART I OPENING DATE 25.08.2015**

**ANNEXURE VII: CHECKLIST**

Document/Reference	To check	Remarks
Prequalification	Duly filled	
Commercial terms	Annexure- duly filled for all columns	
Unpriced bid	Filled for all items except <b>Prices</b> and attached along with Techno-commercial offer	
Declaration form	Signed and attached along with Techno-commercial offer	
Separate bids	Part-I containing General, Commercial & Technical offer along with Unpriced bid sealed separately in an envelope; Part-II containing Priced bid sealed separately in an envelope; And both the sealed envelopes put in an outer main envelope.	

अभिमाना (पी. एच. ई. एल.)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
BHARAT HEAVY ELECTRICALS LIMITED  
इ. ए. ए. साहिब (तारन तारन) Goindwal Sahib (Tarn Taran)  
संयोजक साहिब (तारन तारन)

*Om* KUMAR  
Engineer (P&DS)  
INDUSTRIAL VALVES PLANT