



BHEL
GOINDWAL

**SPECIAL TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1516-122 Dated 30.12.2015 Due date
20.01.2016)**

ITEM: REFRIGERATION TYPE AIR DRYER (AIR COOLED)

Tender Enquiry No	1516-122
Enquiry date	30.12.2015
Last time and date of tender submission	1500 Hrs 20.01.2016
Tender opening time and date	1630 Hrs 20.01.2016
Quotation Parts	<u>Two-part Bid</u>
Item Description	REFRIGERATION TYPE AIR DRYER (AIR COOLED)
Item Specification	<u>As mentioned in Technical Specification (Annexure-I)</u>
Delivery schedule (In days)	<u>90 days from date of release of PO/LOI</u>
Validity of offer (In days)	<u>90 days</u>
Quantity Variation	<u>Not applicable</u>

Documents required along with supply of material

Guarantee Certificate	<u>Required</u>
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Important Guidelines:-

1. Kindly note that all procurement through open tender will be done through e-procurement only in near future. Therefore all foreign and indigenous vendors participating through open tenders have to buy class-III DSC immediately issued by the certifying authorities in India.
2. RA guidelines are available under supplier registration and tender notification page link on BHEL website (www.bhel.com).
3. Documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder.
4. Offers shall be submitted by the Original Equipment Manufacturer.



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ITEM: REFRIGERATION TYPE AIR DRYER (AIR COOLED)

INSTRUCTIONS TO THE BIDDERS:

1.0 QUOTATIONS

Sealed Quotations are invited for supply and commissioning of "**01 No. of REFRIGERATION TYPE AIR DRYER (AIR COOLED)**" to BHEL Goindwal Sahib.

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.

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)



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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 Munish 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 **due date**. 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:

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.



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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 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 parties 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 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.



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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.

5.0 DISCLAIMER CLAUSE: (Only for E procurement)

Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

6.0 FRAUD PREVENTION POLICY:

The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

7.0 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 'bn ne sealed bid' in the Reverse Auction. Non- submission of ,pnlne 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 pecifications, 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).

a. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

b. 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.

c. 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.



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- d. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- e. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- f. 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.
- g. 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.
- h. Reverse auction will be conducted on scheduled date & time.
- i. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- j. 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.
- k. 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 BHELs standard practice.
- l. 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.
- m. 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.
- n. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- o. In case BHEL decides to go for reverse auction, the Hi bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**

8.0 REPLACEMENT OF REJECTION:

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee period, the rejected material shall be replaced by the supplier.

Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

Lifting of rejected material is under Supplier's scope. BHEL will inform related invoice, qty etc to supplier. Supplier is expected to give the plan to lift and advance intimation when visiting to lift the material. Material should be lifted within one month from date of intimation. After one month BHEL will not be responsible for rejected material. BHEL may decide to send the rejected material on To Pay basis to supplier. Any leniency/ unresponsiveness/delay on part of supplier may lead to appropriate action by BHEL. Any request to postpone in written may be considered but replacement should not be linked with lifting of material.



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9.0 ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

10.0 CLARIFICATIONS

The correspondence exchanged against the tender from both tenderer and BHEL through email/eprocurement 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. 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 parties to the business.



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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 4.47%.

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 90 days. 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.
- 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



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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.
 - 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.



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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).

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 ½% 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.



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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 against any manufacturing defects 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 **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.
- C.17 **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.18 **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.19 **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.20 PRICE BASIS

a. CST, VAT & Excise duty + any cess on ED at the rates applicable shall be payable extra against ED

Gate Pass valid for CENVAT benefit.

b. Order of enquiry item sl. No. shall be maintained in the quotation.

c. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.

d. Rates quoted should be F.O.R Goindwal basis. If bidder has quoted Ex Works, loading shall be done as per BHEL discretion for tender evaluation.

Variation in excise duty, sale tax vat or any other statutory levies during contractual delivery period shall be to BHFI's account.



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ANNEXURE IV:- 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

Sl No	Description	Vendor's confirmation
1	<p>Payment terms: (a)100% payment, within 45 to 90 days, After successful commissioning & acceptance of equipment at BHEL, Goindwal, Punjab. 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&C portion of PO value will be paid against E&C certificate issued by BHEL 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. Note:</p>	Vendor has to mention which payment term is accepted by him (a) or (b).
2	<p>Currency of payment: The currency shall be Indian Rupees.</p>	
3	<p>Taxes & Duties: All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. 03021035905, CST. No. 15529218 Dt. 06-03-1985 & BHEL ECC No. AAACB4146PXM005, Assessment circle Chheharta, Amritsar Income Tax applicable. Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income 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>Penalty for Late Delivery: 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</p>	



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	<p>'Supply' and 'E&C'.</p> <p>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).</p> <p>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).</p> <p>Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).</p> <p>If any vendor does not accept PLD ½% 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.</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&C period quoted by him.</p> <p>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.</p>	
5	<p>Risk purchase:</p> <p>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>	
6	<p>Delivery:</p> <p>Bidder shall indicate the delivery period required for The following activities.</p> <p>(a) Firm Time period, from the date of Letter of Intent (LOI), required for delivery of the equipment, (FOR dispatching station) to be indicated.</p> <p>(b) Commissioning, Prove-out and handing over of complete system to be indicated.</p>	



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7	Warranty: The supplier should warranty the machine performance against any manufacturing defects 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.	
8	Validity: Validity of the offer should be 90 days from the date of tender opening.	
9	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
10	Terms of Delivery: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex Goindwal – 143 423 District: Tarn Taran (Punjab), India	
11	Weight: Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	



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Annexure-V: 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



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Annexure-III: UNPRICED/PRICED* BID FORMAT

Tender Enquiry No:		
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.


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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.



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ANNEXURE VII: CHECKLIST

Document/Reference	To check	Remarks
Technical sheet [Part-A]	Duly filled and any deviation/advanced offer mentioned	
Commercial terms	Annexure- duly filled for all columns	
Unpriced bid	Filled for all items except Prices 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.	



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SPECIAL TERMS

S1. LOADING CRITERIA CUM COUNTER OFFER

BHEL reserves the right to negotiate with L1 or re-float the tender in case the quoted prices are not acceptable. BHEL will not give counter-offer to vendors for this tender except MSE benefits mention in below. In case of two or more L1 vendors, the tender quantity shall be divided equally among L1 vendors.

PREFERENCES FOR MSE's:

Preferences as mentioned in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of LI+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L price in a situation where L price is from someone other than a Micro and Small Enterprise and uch Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered val . In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

S2. CONTRACT EXECUTION BANK GUARANTEE (CEBG): The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. but before L/C opening. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.

CEBG shall be kept valid until 30 days after the date of E&C Certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance tests, and training to operators etc. as prescribed in PO.

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



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S3. 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.



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ANNEXURE-VIII PRE-QUALIFICATION CRITERIA:

QUALIFYING CRITERIA (PART A)

S.No	BHEL Specification	Vendor's Offer
1.0	QUALIFYING CRITERIA (Mandatory)	
1.1	"Only those Manufacturer should quote who have supplied and commissioned at least one similar air dryer of 400 CFM or more capacity in the past five years (on the date of opening of tender)- PO Copy of one similar air dryer of 400 CFM or more capacity."	
1.2	"Such air dryer is/are presently working satisfactorily for more than one year after commissioning. (On the date of opening of tender)- A self-declaration of satisfactorily working for more than one year after commissioning)."	



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**ANNEXURE IX: 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

Annexure I

TECHNICAL SPECIFICATIONS OF AIR-DRYER FOR AIR-COMPRESSOR

S. No.	Description	BHEL Requirement	Vendor Offering	Deviations, If any
1	Fluid Handled	Air		
2	Dryer Specification at Inlet/Outlet -			
2.1	Flow Rate	800 CFM		
2.2	Pressure	7.5 kg/cm ² (min.) to 10 kg /cm ² (max.)		
2.3	Temperature	45 Degree (Max) at Air Dryer Inlet		
3	Maximum Drop in pressure through air dryer	0.2 kg/cm ²		
4	Pipe Line Size at Inlet and outlet of the air dryer	2 Inch		
5	Filter Required	Moisture Separator		
5.1	Type	Gravity		
5.2	Efficiency of Filter	atleast 99.5 %		
5.3	Filtration Size	atleast 5 micron		
5.4	Drain Type	Auto		
6	Type of Air Dryer	Refrigeration		
7	Refrigerant	vendor to mention		
8	Evaporator Type	vendor to mention		
9	Compressor			
9.1	Make	Vendor to mention		
9.2	Type	Vendor to mention		
9.3	Compressor Power Consumption	Should be less than 6.0 kW		
10	Electric Supply	415 V AC (+/- 10 %) / 3 Phase / 50 Hz (+/- 5 %)		
11	Condenser			
11.1	Type	Air-cooled		
12	Air to Air Heat Exchanger			
12.1	Type	Vendor to mention		
13	Size of the Air Dryer (L x B x H)	Vendor to mention		
14	Control panel with Indicator	Required		
15	Prefilter at Inlet of Dryer with atleast 2 micron particle removal filterability	Required		
16	After - filter at outlet of Dryer with atleast 0.05 micron particle removal filterability	Required		
17	First Charge of Refrigerant & Oils in vendor scope	Vendor to confirm		
18	Moisture Separator			
18.1	Fabrication code Conformance	IS 2825		
18.2	Efficiency	99.99%		
19	Net Weight of the Unit	vendor to mention		
20	Alarm Display (available)	vendor to mention		
21	Electric Panel Conformance	IP 55		
22	Single phase, phase loss & reversal protection	Required		
23	Enclosure	Sheet metal enclosure and powder coat paint.		
24	Testing to be carried out for commissioning the air dryer			
24.1	Electrical functionality test	Required		
24.2	Helium leak test to the refrigeration side	Required		
24.3	Refrigeration leak test at designed system pressure & measurement system	Required		
24.4	Air flow meter	Required		
24.5	Power meter	Required		
25	Base Frame	Required		
26	Type of Insulation	vendor to mention		
27	Refrigerant piping	Copper only.		
28	Noise level	Less than 70 db from 1 meter radius		
29	Warranty Required	One year from date of commissioning		
30	Scope			
30.1	Manufacture, supply & commissioning of Air Dryer for air compressor at BHEL IVP Goidwal	Vendor to confirm		
31	O&M Manual (Three Copies in hard copy)	Required		

Note-

Civil works such as foundation etc. and piping to the Inlet of the system and from the outlet of the system shall be in BHEL Goidwal scope

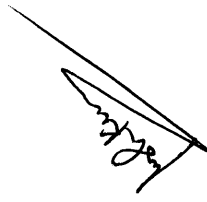
Techno-Commercial/Unprice Bid Annexure-II to Enquiry No. 1516-122 Dated 30.12.2015 Due date 20.01.2016

Enq Sl. No.	Description of material	Quoted (Yes/No)	Qnty (Nos)	Unit Basic Price, Rs. per No.
1	REFRIGERATION TYPE AIR DRYER (AIR COOLED)	Yes/No	1	Please see price bid
Excise Duty rate (mention in % if applicable, mention as NIL if not applicable)				
Cess on ED rate (mention in % if applicable)				
CST (%) / VAT (%)				
Validity of offers (As per BHEL terms 90 days validity is required)				

The above prices are Firm, without any price escalation; are Rs. per piece; and are on FOR Goindwal Sahib basis.

We accept all terms and conditions of the Enquiry No. 1516-122 Dated 30.12.2015, Due date 20.01.2016

Authorised signatory with seal



Price Bid Annexure-III to Enquiry No 1516-122 Dated 30.12.2015, Due date 20.01.2016

Enq Sl. No.	Material Description	Enquiry Qty (Nos)	Unit Basic Price, Rs. per piece (In figures)	Unit Basic Price, Rs. per piece (In Words)
1	REFRIGERATION TYPE AIR DRYER (AIR COOLED)	1		

Authorised signatory with seal

